AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Panaji, before the Office of the Sub-Registrar of Ilhas, Taluka Registration and Sub-District of Tiswadi, District of North Goa, State of Goa on this **day of the Month of** _____ **in the year Two Thousand and Twenty One (...../.../2021);**

BETWEEN

1.- **VAASTU ESTATE DEVELOPERS**, a Partnership Firm constituted under the Indian Partnership Act 1932 and registered under no.39/91 before the Sub-Registrar of Panaji, holding PAN Card no._____, having their office at Off. Road 11, Near EL Paso Hotel, La Campala Colony, Miramar-Goa, herein represented by its Partner, (a)SHRI. SUNIL MORAJKAR, son of late Gajanan Morajkar, aged 57 years, married, in business, holding PAN Card No._____, Aadhar no. _____, Email ID: vaastuestatedevelopers@gmail.com, Mob. no._____, and his wife,

(b).-Smt. Maria de Lourdes A D P De Noronha E Morajkar, aged 55 years, housewife, holding PAN Card no._____, Aadhar card no._____, Email ID:vaastuestatedevelopers@gmail.com, Mobile no._____, both residing at A-10, La Campala Colony, Miramar Panaji Goa, herein represented by Shri. Sunil Morajkar, aged 57 years, through Power of Attorney dated 26-04-2014, registration no.42858, executed before the Notary Shridhar Tamba, at Panaji Goa, hereinafter referred to the as the **"VENDOR/BUILDER"** (which expression shall unless it be repugnant to the context or meaning mean and include her heirs, representatives, assigns, etc.) as the party of the **FIRST PART**.

AND

_____, who shall hereinafter be referred to as the "**ALLOTTEE"** (which term or expression shall unless repugnant to the context of meaning thereof shall mean and deemed to include his heirs, executors, administrators, successors, legal representatives and assigns) of the **SECOND PART.**

WHEREAS there exists a part and parcel of land admeasuring 2165 sq mts being Chalta No 55 of P.T. S. 14 of City Survey Panaji situated at Ribandar within the limits of City of Panaji, Taluka Tiswadi Registered Sub- District of North Goa in the State of Goa, which property more particularly described in **SCHEDULE-I** (herein after referred to as the "**SAID PROPERTY**").

WHEREAS the SAID PROPERTY belonging to Ambrosio Xavier Marques Fernandes as having acquired the same as two adjoining plots being Plot No 25 admeasuring 1617 sq.mts and Plot No 24-A admeasuring g 842.85 sq.mts making a total area of 2459.85 sq.mts from Sarasvotibai Quancro and the heirs of Gangadora Roguvir Sinai Quencro under a Deed of Sale and Acquittana dated 21/03/1956 drawn in the Office of Notary Joaquim Joao Aleixo de Rosario de Santa Rita Colaco of Panaji.

WHEREAS the area of the SAID PROPERTY as purchased was 2459 sq.mts but the same was reduced at the time of Survey Promulgation and the area as recorded in the D-Form is 2165 sq.mts.

WHEREAS the said Ambrosio Xavier Marques Fernandes died on 14/01/1991, being survived by his widow Smt. Maria Josefina Fernandes and her son Francisco Clemente Leoncio Fernandes as declared by the Deed of Succession dated 13/04/2007 drawn at folio 97 of Book 692 in the Office of Notary-ex-Officio Sub-Registrar Ilhas at Panaji.

AND WHEREAS in terms of Agreement for Development and Sale dated 02/07/2009, above named owners entered into an Agreement with the VENDOR/DEVELOPER to develop the SAID PROPERTY admeasuring 2165 sq. mts. and to construct thereon residential/commercial complex**,** on such terms and conditions more particularly set out in the said Agreement;

AND WHEREAS the said Agreement for Development and Sale dated 02/07/2009, stands registered in the Office of the Sub Registrar of Ilhas under No1689 at Pages 144 to 173 of Book No. I, Vol. No.2102 dated 03/07/2009;

AND WHEREAS pursuant to the agreement for Development and Sale dated 02/07/2009, the owners entered into an ADDENDUM with VENDOR/DEVELOPER drawn on 23/07/2013 to the agreement for Development and Sale dated 02/07/2007 executed at Panaji, before Notary Shridhar Tamba and registered under Registration No 41430 dated 24/07/2013 and under the said Addendum dated 23/07/2013 it had been agreed by both the parties that the built up area of 787.94 sq mts was revised to super built up area of 711.31 sq.mts and open terrace 30.59 sq.mts and the same shall be constructed and allotted by the VENDOR/DEVELOPER to the aforesaid owners towards the consideration to be paid in kind (in addition to the amount and construction of a house on the other property as agreed between Parties) for the sale of the said property described in SCHEDULE-I.

AND WHEREAS an Addendum was drawn for the limited purpose of confirmation of certain allotments, and it was agreed that save and except for the above said Agreement dated 02/07/2009 shall stand operative in full force and this Addendum shall be read as an integral part of the said Agreement dated 02/07/2009.

AND WHEREAS On 05/02/2010 the Office of the Collector of North Goa issued a Sanad under No RB/CNV/TIS/63/2009 thereby converting the property described in SCHEDULE –I for residential purposes.

AND WHEREAS on 14/06/2012 the Corporation of City of Panaji issued Construction Licence under No F1/CCP/ENG/CONST-LIC/06/2012-2013, for undertaking the construction in the said Property which Licence was renewed and revised on 28/06/2014 under Licence No F1/CCP/ENG/CONST-LIC/06/ Renewal-I/2014-15 for construction in the Said Property which came to be further renewed and revised on 05/02/2018 under Licence No F1/CCP/ENG/CONST-LIC/06/Renewal II & Revised 1/2017-18/61(401/3/2018-CCP/Tech/Const.Lic-Renewal-II & Revised I/61).

AND WHEREAS Upon obtaining necessary permissions, the VENDOR/DEVELOPER herein has constructed a Residential Building presently consisting of 3 floors to be identified as **VAASTU HANGING GARDENS PHASE 1**, in the Said Property, which buildings has been constructed as per the plans approved by the Planning and Development Authority and the Corporation of City of Panaji.

AND WHEREAS the VENDOR/DEVELOPER has completed the construction of the various premises in all respect, including the premises of Bungalow and the Flats to be constructed and handed over to the owners as per agreement dated 02/07/2009 and Addendum dated 23/07/2013 and the Panjim Municipal Council has issued the occupancy Certificate under letter ref no. F3/06/CCP/ENG/OC/26/2017-18, dated 16-02-2018 from Corporation of City of Panaji, declaring the premises fit for the occupation, the VENDOR/DEVELOPER has also handed over to the owners the possession of the said premises to the owners vide letter of possession dated 19/06/2018.

AND WHEREAS the "**VENDOR/DEVELOPER**" represent that the said Project Land and building is free from encumbrances and/or defects in title except for any mortgages created by individual customers that have purchased units in the first phase of three floors.

AND WHEREAS no charge or lien or mortgage exists of the Said Project Land or building save and except as stated above.

AND WHEREAS there are no tenants and/or mundkars and/or any other person who can claim any right of whatsoever nature over the said Project land or building, "**VENDOR/DEVELOPER**" having the sole and exclusive right to the said Project land and building.

AND WHEREAS the said Project land or building is not the subject matter of any litigation and/or any proceedings before any court of law and/or quasi-judicial authorities and/or before any autonomous bodies.

AND WHEREAS the said Project land or building is not the subject matter of any notices and/or proceedings under the provisions of the Land Acquisition Act and/or Requisition Act.

AND WHEREAS the "**VENDOR/DEVELOPER**" has proposed second phase of development and construction in the said Project Land and building.

AND WHEREAS the "**VENDOR/DEVELOPER**" has appointed an Architect registered with the Council of Architects;

AND WHEREAS the "**VENDOR/DEVELOPER**" has appointed a Structural Engineer for the preparation of the structural design and drawings of the Apartments;

AND WHEREAS in pursuance of the same, the following Permissions and Licences were issued for development of the said Project:-

(i) Sanad under no.RB/CNV/TIS/63/2009 dated 5-2-2010 from Add. Collector North Goa along with the plan.

(ii) North Goa Planning & Development Authority order Ref. no. NGPDA/1477/3172/12 dated 7-3-2012.

(iii) Construction Licence under no.F1/CCP/ENG/ Const.Lic./06/2012-2013 dated 14-6-2012 from Corporation of City of Panaji,

(iv) Renewed Construction Licence by CCP under no.F1/CCP/ENG/CONST.LIC/06/Renewal-I/2014-15 dated 28th June 2014

(v) Order dated 28-12-2016 under no.NGPDA/1477/ 2611/16 from North Goa Planning and Development Authority for revision of the plans.

(vi) Renewal of Licence by Corporation of City of Panaji dated 5-2-2018 under no.F1/CCP/Eng/Const.Lic./06/Renewal-II and Revised I/2017-18/61 from Corporation of the City of Panaji.

(xiv) Completion Certificate dated 28-7-2017 under no.NGPDA/1477/873/17 from North Goa Planning and Development Authority.

(xv) Order dated 19-1-2018 under no.NGPDA/1477/1991/18 from North Goa Planning and Development Authority for five more floors above the existing building.

(xvi) Part Occupancy Certificate no.F3/06/CCP/Eng/OC/26/2017-2018(402/1/2018-CCP/Tech/OC/26) dated 16-2-2018.

(xviii) Construction Licence under no.401/1/CCP/ENG/CONST-LIC-10/2020-2021/36 dated 5th Jan 2021 from Corporation of City of Panaji, for additional five floors on existing buildings

(xix) Nil Encumbrance Certificate no.302/2013 dated 20-2-2013 from the Sub-Registrar Ilhas confirming that there is no registered charge on the said Plot from 1-11-1965 to 15-2-2013.

(xx) (a)Survey Plans.

(b)Approved Plan.

(xxi) RERA registration No. PRGO02211264

AND WHEREAS the "**VENDOR/DEVELOPER**" has obtained plans of the Layout as proposed by them and approved by the concerned competent authority according to which the construction of the said Project and open spaces are proposed to be provided for on the said project;

AND WHEREAS while sanctioning the said permissions, licences and plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the "**VENDOR/DEVELOPER**" while developing the said project land and the

said Project and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said Project shall be granted by the concerned local authority.

AND WHEREAS the "**VENDOR/DEVELOPER**" has obtained Certificate of Title issued by his Legal Practitioner showing the nature of the title of the "**VENDOR/DEVELOPER**" to the said project land on which the Apartments are constructed or are to be constructed.

AND WHEREAS the "**VENDOR/DEVELOPER**" has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said buildings 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 Project.

AND WHEREAS the "**VENDOR/DEVELOPER**" has accordingly commenced construction of the said buildings comprising five additional floors (new phase) in accordance with the said approved plans.

AND WHEREAS the "**VENDOR/DEVELOPER**" has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority at Goa under Registration No. PRGO02211264.

AND WHEREAS the Allottee have approached the "**VENDOR/DEVELOPER**" to purchase an Apartment being constructed in the Said Project.

AND WHEREAS the "**VENDOR/DEVELOPER**" by virtue of the said deed of Sale dated 25-6-2018 has sole and exclusive right to sell the said Apartment in the said Project i.e. **"Vaastu Hanging Gardens"** to be constructed or being constructed by them on the said project land and to enter into Agreement with the Allottee of the said Apartment/s and to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee, the "**VENDOR/DEVELOPER**" has given inspection and copies to the Allottee of all the documents of title relating to

the Said Project and the plans, designs and specifications prepared by the Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as (**"THE SAID ACT"**) and the Rules and Regulations made thereunder of the "**VENDOR/DEVELOPER**"; and the Allottee have acknowledged the receipt of the same.

AND WHEREAS the Allottee have agreed to purchase an **Apartment** _____ of Type _____ **BHK** situated on _____ **Floor** in the said Project **"Vaastu Hanging Gardens Phase 2"** being constructed on the Said Project Land by the "**VENDOR/DEVELOPER**" for a total consideration of **Rs._____/- (Rupees _____ Only)** with a car park along with the proportionate incidence of the common areas and facilities appurtenant to the premises ;

AND WHEREAS the Floor Plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto and shall hereinafter be referred to as **"ANNEXURE- A.**

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 under section 13 of the said Act, the "**VENDOR/DEVELOPER**" is required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the "**VENDOR/DEVELOPER**" hereby agrees to sell and the Allottee hereby agree to purchase the Said Apartment along with the parking and other amenities.

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

1. PROJECT AND /OR SAID APARTMENT

a) "**VENDOR/DEVELOPER**" has proposed to construct on the said project land, a residential complex comprising of 2, 3 and 4 BHK Residential Apartments, TOGETHER with Circulation and passages, Amenities, rooftop garden, infinity pool etc. which Scheme when completed shall be known as and hereinafter be referred to as **"Vaastu Hanging Gardens Phase 2"** by Developers. (Hereinafter referred to as the **"SAID PROJECT").**

The Allottee hereby agrees to purchase from the "**VENDOR/DEVELOPER**" and the "**VENDOR/DEVELOPER**" hereby agree to sell to the Allottee the said flat bearing No. ____of Type ___BHK, carpet area of the Apartment as per RERA admeasuring _____ sq. mts., Exclusive Balcony Carpet area admeasuring _____ sq.mts, Total Saleable area ____ sq.mts., situated on _____**Floor** in the said Project being constructed on the said Project Land (Hereinafter referred to as the **"SAID APARTMENT"** and more particularly described in **SCHEDULE-II** hereunder for a total consideration of **Rs._____/- (Rupees _____ Only)** with a car park along with the proportionate incidence of common areas and facilities appurtenant to the said Apartment together with the proportionate undivided share to the said Project Land corresponding to the said Apartment.

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

b) The specifications of the said Apartment, as sanctioned and approved by the competent authority wherever applicable has been more particularly described and/or mentioned in **SCHEDULE-III** hereto.

c) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) shall be provided by the "**VENDOR/DEVELOPER**" in the said Project and the Apartment.

d) The common areas and facilities to the said Apartment as agreed to be provided by the "**VENDOR/DEVELOPER**" to the Allottee for the said Apartment/s has been more particularly described and/or mentioned in **SCHEDULE-IV** hereto.

2. CONSIDERATION

a) In lieu of the consideration amount of **Rs._____/- (Rupees _____ Only),** the Allottee has paid to the "**VENDOR/DEVELOPER**" **on _____,** prior to the execution of these presents, being an Advance Payment as provided in Section 13 of the said Act (the payment and receipt whereof the "**VENDOR/DEVELOPER**" hereby admit and acknowledge) which includes an amount of **Rs...../- (Rupees ..... Only)** towards 1% TDS on the consideration amount **Rs._____/- (Rupees _____ Only),** as per the provisions of The Income Tax Act and the Allottee has agreed to pay the balance of the sale consideration as per the **PAYMENT PLAN** as mutually agreed between the parties, more particularly described in **SCHEDULE-V** hereunder.

b) The Allottee shall pay to the "**VENDOR/DEVELOPER**", Goods and Services Tax (GST) as applicable at the time of Payment of every instalment towards purchase of the said Apartment.

c) The Total Price (i.e. Consideration amount) above excludes Taxes (consisting of tax paid or payable by the "**VENDOR/DEVELOPER**" by way of Infrastructure Tax, Goods and Services Tax (GST) and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the "**VENDOR/DEVELOPER**")

d) 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 which may be levied or imposed by the competent authority, local bodies/Government from time to time. The "**VENDOR/DEVELOPER**" undertakes and agrees that while raising a demand on

the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the "**VENDOR/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, which shall only be applicable on subsequent payments.

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

f) The "**VENDOR/DEVELOPER**" shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project/Building is complete and the Completion Certificate/Occupancy 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 "**VENDOR/DEVELOPER**". If there is any reduction in the carpet area within the defined limit then "**VENDOR/DEVELOPER**" shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estates Projects, Registration of Real Estates Agents, Rates of Interest and disclosures on Website) Rules, 2017 (hereinafter referred to as ***"The Said Rules"***) from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the "**VENDOR/DEVELOPER**" shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

g) The Allottee authorizes the "**VENDOR/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 "**VENDOR/DEVELOPER**" may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the "**VENDOR/DEVELOPER**" to adjust his payments in any manner.

h) The "**VENDOR/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 said Apartment to the Allottee, obtain from the concerned competent authority Occupancy and/or Completion Certificates in respect of the said Apartment.

3) FLOOR AREA RATIO (FAR);

The "**VENDOR/DEVELOPER**" hereby declares that the Floor Area Ratio as on date in respect of the said Project Land is 200 as mentioned in the Development Control Regulation which are applicable to the said Project.

4) POSSESSION:-

a) ***Delivery of Possession:*** The "**VENDOR/DEVELOPER**" shall give possession of the said Apartment to the Allottee on or before March 2025 with an extension of 6 months.

Time is essence for the "**VENDOR/DEVELOPER**" as well as the Allottee. The "**VENDOR/DEVELOPER**" shall abide by the time schedule for completing the said project and handing over the Said Apartment to the Allottee after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be, subject to all the Allottee have paid all the consideration and other sums due and payable to the "**VENDOR/DEVELOPER**" as per the Agreement.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the "**VENDOR/DEVELOPER**".

(a)(i) The Allottee shall have no objection for the "**VENDOR/DEVELOPER**"/Owners of the built up area in respect of the other premises in the said project to use their respective premises for any purpose whatsoever and such Purchasers shall be entitled to let out and or lease and or allow the said premises to be used by any third parties on Leave and License basis and or under any contract without there being any objection and or obstruction from the Allottee. However, such Purchasers

and or their Lessees and or the persons who will utilise the respective premises of the Purchasers shall not cause any nuisance for the Allottee therein.

b) ***Delayed Possession/breach(es)/Payments:***

i. If the "**VENDOR/DEVELOPER**" fails to abide by the time schedule for completing the said project and handing over the said Apartment to the Allottee, the "**VENDOR/DEVELOPER**" agrees to pay to the Allottee, who does not intend to withdraw from the said project, such interest as may be applicable. However, the time schedule for completing the project is subject to extension of an additional 6 months period.

ii. If the "**VENDOR/DEVELOPER**" fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, if the Allottee wishes to terminate this Agreement, then the "**VENDOR/DEVELOPER**" shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest as specified in Sec. 18 of the said Rules, from the date the "**VENDOR/DEVELOPER**" received the sum till the date the amounts and interest thereon is repaid.

Provided that, the "**VENDOR/DEVELOPER**" shall be entitled to reasonable extension for giving delivery of said Apartment on the aforesaid date, if the completion of the said Project in which the said Apartment is to be situated is delayed on account of:

a) War, Civil Commotion, Act of God or pandemic ;

b) Any Notice, Order, Rule, Notification of the Government and/or other public or competent authority/court.

iii. The Allottee agree to pay to the "**VENDOR/DEVELOPER**", interest as specified in Sec. 18 of the said Rules, on all the delayed payment which become due and payable by the Allottee to the "**VENDOR/DEVELOPER**" under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the "**VENDOR/DEVELOPER**".

iv. Without prejudice to the right of "**VENDOR/DEVELOPER**" to charge interest on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the "**VENDOR/DEVELOPER**" under this Agreement

(including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the "**VENDOR/DEVELOPER**" shall at his own option, may terminate this Agreement:

Provided that, "**VENDOR/DEVELOPER**" shall give notice of fifteen days in writing to the Allottee, by Registered Post A.D. at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the "**VENDOR/DEVELOPER**" within the period of notice, then at the end of such notice period, "**VENDOR/DEVELOPER**" shall be entitled to terminate this Agreement.

c)*Procedure for taking Possession:*

The "**VENDOR/DEVELOPER**" shall after obtaining the Occupancy Certificate from the competent authority and upon payment made by the Allottee as per the Agreement, offer possession of the Said Apartment to the Allottee intimating in writing that the said Apartment is ready for use and Occupancy of the said Project to be taken within 1 (one month) from the date of receipt of such notice and the Allottee shall take possession of the said Apartment from the "**VENDOR/DEVELOPER**" by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the "**VENDOR/DEVELOPER**" shall give possession of the said Apartment to the Allottee.

d) *Failure of Allottee to take Possession of Said Apartment*

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

e)*Defect(s):*

- If within a period of five years from the date after completion and handing over the said Apartment to the Allottee, the Allottee brings to the notice of the "**VENDOR/DEVELOPER**" any structural defect in the said Apartment or the said Project/building in which the said Apartment is situated then, wherever possible such defects shall be rectified by the "**VENDOR/DEVELOPER**" at his own cost and in case it is not possible to rectify such structural defects, then the Allottee shall be entitled to receive from the "**VENDOR/DEVELOPER**", compensation for such structural defect in the manner as provided under the Act.

- In case the Allottee carries out any work within the said 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 "**VENDOR/DEVELOPER**" shall not be liable to rectify or pay compensation. But the "**VENDOR/DEVELOPER**" may offer services to rectify such defects at nominal charges.
- Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, color variation in tiles etc., cannot be considered as defective work.

f)*Use of said Apartment*

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

He shall use the garage or parking space only for the purpose of keeping or parking vehicle.

g)*Deposits at the time of taking possession:*

I. The Allottee shall on or before delivery of possession of the said Apartment pay to "**VENDOR/DEVELOPER**", the following approximate amounts more particularly described in **Schedule VI** which may be subject to change as per actuals.

i) Share money, application entrance fee of the society or any other entity;

ii) Formation and registration of the society or any other entity;

iii) Proportionate share of taxes and other charges/levies in respect of the society or any other entity;

iv) Deposit of provisional monthly contribution towards outgoings of society or any other entity;

v) Deposit for Water, Electric, and other utility and service connection charges, Electricity transfer, Electricity Meter Charges, Electricity Meter Deposit (refundable), Transformer charges;

vi) Deposits of electrical receiving and sub-station provided in Layout;

vii) Legal charges;

viii) Infrastructure Tax;

ix) Corpus in respect of the society or any other entity;

x) Stamp Duty and Registration Charges;

xi) Maintenance plus GST per month

xii) Annual House Tax and House Tax Transfer;

xiii) bear and pay the proportionate share of outgoings in respect of the said project and /or said Project Land 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,

xiv) All other expenses necessary and incidental to the management and maintenance of the said project land.

II. The Allottee shall pay to the "**VENDOR/DEVELOPER**" for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the "**VENDOR/DEVELOPER**" in connection with formation of the said society or any other entity and for preparing its rules, regulations and bye-laws as per actuals.

5) <u>MAINTENANCE OF THE COMPLEX</u>:

i. The "**VENDOR/DEVELOPER**" undertakes to maintain the complex till such time the society or any other entity is formed and registered.

ii. Until the society or any other entity is formed and the common areas of the said Project is transferred to it, the Allottee shall pay to the "**VENDOR/DEVELOPER**" such proportionate share of outgoings as may be determined by the "**VENDOR/DEVELOPER**".

iii. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance or as demanded by the **VENDOR/DEVELOPER** and shall not withhold the same for any reason whatsoever.

iv. It is agreed that non-payment or default in payment of outgoings on time by Allottee shall be regarded as default on the part of the Allottee and shall entitle the "**VENDOR/DEVELOPER**" to charge interest on dues, in accordance with the terms and conditions contained herein.

6) <u>FORMATION OF SOCIETY OR ANY OTHER ENTITY</u>:

i. The Allottee along with other Allottee(s) of Apartments in the said Project shall join in forming and registering the society or any other entity to be known by such name as the "**VENDOR/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 or any other entity and for becoming a member, including the bye-laws of the proposed society or any other entity, duly fill in, sign and return to the "**VENDOR/DEVELOPER**" within seven days of the same being forwarded by the "**VENDOR/DEVELOPER**" to the Allottee, so as to enable the "**VENDOR/DEVELOPER**" to register the society or any other entity.

ii. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative societies or the Registrar of Companies, as the case may be, or any other competent authority.

iii. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the "**VENDOR/DEVELOPER**" provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the "**VENDOR/DEVELOPER**" shall not carry any interest and remain with the "**VENDOR/DEVELOPER**" until a conveyance of the structure of the building or wing is executed in favour of the society or any other entity as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the "**VENDOR/DEVELOPER**" to the society or any other entity, as the case may be.

iv. Time is essence for the "**VENDOR/DEVELOPER**" as well as the Allottee. The "**VENDOR/DEVELOPER**" shall abide by the time schedule for forming and registering the society or any other entity and handing over the common areas to the society or any other entity, subject to all the Allottees have paid all the

consideration and other sums due and payable to the "**VENDOR/DEVELOPER**" as per the Agreement.

7) REPRESENTATIONS AND WARRANTIES OF THE "VENDOR/DEVELOPER"

The "**VENDOR/DEVELOPER**" hereby represents and warrants to the Allottee as follows:

i. The "**VENDOR/DEVELOPER**" has clear and marketable title with respect to the said Project Land; as declared in the title report and has the requisite rights to carry out Development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project.

ii. The "**VENDOR/DEVELOPER**" has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project.

iii. There are no encumbrances upon the said Project Land except those disclosed in the title report.

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Project Land 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 said Project, said Project Land shall be obtained by following due process of law and the "**VENDOR/DEVELOPER**" has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Project Land and common areas till its transfer to the society or any other entity.

vi. The "**VENDOR/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 created herein, may prejudicially be affected.

vii. The "**VENDOR/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 said Project Land/building, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

viii. The "**VENDOR/DEVELOPER**" confirms that the "**VENDOR/DEVELOPER**" is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

ix. Upon Formation and Registration of the society or any other entity, the "**VENDOR/DEVELOPER**" shall handover lawful, vacant, peaceful, physical possession of the common areas to the said society or any other entity.

x. The "**VENDOR/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 payable towards any outgoings prior to completion or handover.

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 project land) has been received or served upon the "**VENDOR/DEVELOPER**" in respect of the said project land and/or the said Project except those disclosed in the title report;

8) <u>REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE</u>:

The Allottee themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the "**VENDOR/DEVELOPER**" as follows:

i. To maintain the said Apartment at the Allottees' own cost in good and tenantable repair and condition from the date that the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in

which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to use the said Apartment for the purpose of carrying on any business like Bar and Restaurant, etc., trade or commercial activity which necessitates storage of explosive or inflammable substances or for storage or sale of cement or store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said 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 staircases, common passages or any other structure of the said Project in which the said Apartment is situated, including entrances of the said Project in which the said Apartment is situated and in case any damage is caused to the said Project in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at their own cost all internal repairs and maintain the said Apartment in the same condition, state and order in which it was delivered by the "**VENDOR/DEVELOPER**" to the Allottee and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated or the said 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Project in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 said Project in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the "**VENDOR/DEVELOPER**"

and/or the society or any other entity. Allottee agrees to use the design provided by the **"VENDOR/DEVELOPER"** for installation of grilles, if any.

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project and/or said Project land in which the said Apartment is situated.

vii. Pay to the "**VENDOR/DEVELOPER**" within fifteen days of demand by the "**VENDOR/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 said Project/building or said Project land in which the said Apartment is situated.

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the "**VENDOR/DEVELOPER**" under this Agreement are fully paid up save and except with written consent of "**VENDOR/DEVELOPER**".

x. The Allottee shall observe and perform all the rules and Rules, Regulations and bye-laws which the society or any other entity and/or the concerned local authority, Government and other public bodies 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 for the time being in force regarding the occupancy and use of the said Apartment in the said 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.

xi. Till a conveyance of the said Apartment is executed in favour of the Allottee, the Allottee shall permit the "**VENDOR/DEVELOPER**" and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment or any part thereof to view and examine the state and condition thereof.

9) INDEMNITY

The "**VENDOR/DEVELOPER**" agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the "**VENDOR/DEVELOPER**".

10) SAVINGS CLAUSE:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Project and or Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment alongwith proportionate indivisible share agreed to be sold to him. All unsold or un-allotted inventory/shall continue to remain the Property of the "**VENDOR/DEVELOPER**" until sold/allotted/ transferred to the society or any other entity as hereinbefore mentioned.

11) MORTGAGE OR CREATION OF CHARGE

After the "**VENDOR/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 who has taken or agreed to take such Apartment.

12) BINDING EFFECT

Forwarding this Agreement to the Allottee by the "**VENDOR/DEVELOPER**" does not create a binding obligation on the part of the "**VENDOR/DEVELOPER**" or the Allottee until,

Firstly, the Allottee sign and deliver this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and

Secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the "**VENDOR/DEVELOPER**".

If the Allottee(s) fail to execute and deliver to the "**VENDOR/DEVELOPER**" this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the "**VENDOR/DEVELOPER**", then the "**VENDOR/DEVELOPER**" shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, allotment of the said Apartment/Villa to the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee with a nominal deduction as communicated by the "**VENDOR/DEVELOPER**".

13) 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 as the case may be.

14) RIGHT TO AMEND

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

15) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEE

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 said Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

16) 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 the 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.

17) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

Areas considered for computation for house tax will be as per the requirement of the Corporation of City of Panaji and may vary form the area mentioned in this Agreement.

18) 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.

That the said scheduled property is non Agricultural property and this present Document of Agreement for sale and the transactions is complying with Foreign Exchange Management Act, 1999 and Reserve Bank of India guidelines. The Office of Civil Registrar –cum- Sub- Registrar, Bardez shall not be responsible if the parties violate FEMA and RBI guidelines.

19) EXECUTION OF THE AGREEMENT

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

b) The Allottee and/or "**VENDOR/DEVELOPER**" or its authorized signatory shall present this Agreement as well as the Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the "**VENDOR/DEVELOPER**" or its authorized signatory will attend such office and admit execution thereof.

20) <u>NOTICES & CORRESPONDENCES</u>

a) That all notices to be served on the Allottee and the "**VENDOR/DEVELOPER**" as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the "**VENDOR/DEVELOPER**" by Registered/ordinary Post A.D and/or notified Email ID/Under Certificate of Posting at their respective addresses as specified below:

Address:-
Email:-

b) That in case there are Joint Allottee, all communications shall be sent by the "**VENDOR/DEVELOPER**" to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Allottee.

c) It shall be the duty of the Allottee to inform the VENDOR/DEVELOPER of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D and/or notified Email ID/Under Certificate of Posting, failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee,

21) STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The value of the said Apartment is **Rs._____/- (Rupees _____ Only)**and as such stamp duty @ 2.9% i.e. **Rs. _____/- (Rupees _____ Only)** is embossed on the Agreement, which is borne and paid by the Allottee.

22) EXECUTION OF DEED OF SALE

The Owners/"**VENDOR/DEVELOPER**" shall execute final Deed of Sale in respect to the said Apartment in favour of the Allottee on or before Three month upon obtaining the Occupancy Certificate or within such time, the period is extended due to reasons not attributed to the Owners/ "**VENDOR/DEVELOPER**".

Provided balance Stamp duty and Registration charges or any other taxes or cess or Fees as payable by the Allottee to the Owners/ "**VENDOR/DEVELOPER**" is paid to the Owners/"**VENDOR/DEVELOPER**".

Provided further that all amounts payable to the Owners/ "**VENDOR/DEVELOPER**" in terms of this Agreement for sale as per the payment Plan and Extra Costs as described in the Schedule V and VI respectively is paid to the Owners/"**VENDOR/DEVELOPER**".

23) DISPUTE RESOLUTION

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

24) GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness.

SCHEDULE-I

(DESCRIPTION OF THE SAID PROPERTY)

All that part and parcel of land admeasuring 2165m2 bearing Chalta no.55 of P. T. Sheet 14 of City Survey Panaji, identified as BAIRO ALTO GOMES PEREIRA, situated at Ribandar, within the limits of Corporation of City of Panaji, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa, in the State of Goa, which property is formed of two adjoining Plots no.25 admeasuring 1617m2 and no.24-A admeasuring 842.85m2 described in the Office of Land Registrar Ilhas under no.2115 and 2116 at folio 155 and 155 (R) of Book B-56 (New) being a part of the larger property earlier described under no.16525 of Book B-45 (New), Matrizno.nil..

The said property is bounded as under:-

Towards the North :-Property bearing Chalta no.1-B
Of P.T.Sheet 14 of
City Survey Panaji.

Towards the South :-Chalta no.41, 44 and
45 of P.T. Sheet 14 of
City Survey Panaji.

Towards the East :-Chalta no.1-G; 1-H;
1-I and 3 all of P.T.Sheet
14 of City Survey Panaji.

Towards the West :-Road.

SCHEDULE- II

(DESCRIPTION OF THE SAID APARTMENT)

ALL THAT APARTMENT bearing No. _____ of Type ___BHK, carpet area of the Apartment as per RERA admeasuring _____ sq. mts., Exclusive Balcony Carpet area

admeasuring _____ sq.mts., Total Saleable area admeasuring ____ sq.mts., situated on _____**Floor** in the said building **"Vaastu Hanging Gardens Phase 2".**

SCHEDULE-III

SPECIFICATIONS

SCHEDULE-IV

(DESCRIPTION OF COMMON AREAS AND FACILITIES)

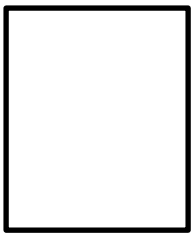
SCHEDULE-V

(PAYMENT PLAN)

SCHEDULE-VI

DEPOSITS (EXTRA COSTS)

SIGNED AND DELIVERED BY
THE WITHIN NAMED ATTORNEY
HOLDER FOR "VENDOR/DEVELOPER"



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MR.

L.H.F.P	**R.H.F.P**
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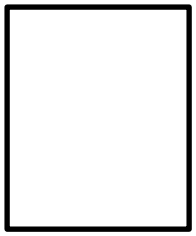
SIGNED AND DELIVERED BY
THE WITHIN NAMED ALLOTTEE



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MR.

L.H.F.P	**R.H.F.P**
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IN THE PRESENCE OF WITNESSES:

1. Name:

Signature _____

2. Name:

Signature _____

ANNEXURE 'A'