

AGREEMENT FOR SALE

This Agreement is made at ... on this day of2023

BETWEEN

I. **M/s** _____, having Pan Card No: _____, a company duly registered under Companies Act, _____, having its office at _____ represented by its Executive Director _____, son of Mr. _____, _____ years of age, Married, Business, and residing at House no. _____, duly authorized vide resolution of Board dated _____, hereinafter referred to us as **"THEPROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include its heirs, executors, administrators and assigns) of the one part.

AND

II. _____, s/o. _____, aged _____ years, _____ marital status, occupation, _____ National, holder of PAN Card No. _____, holder of Aadhaar Card No. _____, and resident of _____ hereinafter referred to as **"THE ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/ her heirs, executors, administrators and assigns) of the other part.

WHEREAS, there exists an immovable property known as

_____ and the same is more fully described in the **SCHEDULE**

I herein under written and hereinafter referred to as the "**SAID PROPERTY**".

AND WHEREAS, the Said Entire Property originally belonged to

-

AND WHEREAS, upon the death of the Said Mr

.

AND WHEREAS, vide the said Gift Deed

dated

.

AND WHEREAS, vide an _____ dated ____ duly registered before _____, the "_____" herein above became the sole and absolute owner in possession of a plot of land admeasuring an area of ____ square meters bearing Chalta no. ____ and more particularly described in the **SCHEDULE I** herein under written and hereinafter referred to as the "**SAID PROPERTY/ PROJECT LAND**".

AND WHEREAS, the "PROMOTER" after complying all the formalities required under the law in force in Goa, have obtained the following permissions:-

- a) Order issued by North Goa Planning and Development Authority, Panaji vide No. _____ on _____;
- b) NOC from the Directorate of Health, Mapusa-Goa vide No. ____
Dated _____;
- c) Construction Licence No. _____ dated _____;

d) NOC from the Electricity Department, Mapusa-Goa, vide no. _____ dated _____

AND WHEREAS the “PROMOTER” is entitled and authorized to construct buildings on the Said Property/ Project Land in accordance with the recitals hereinabove.

AND WHEREAS the “PROMOTER” is in possession of the Said Property/ Project Land;

AND WHEREAS the “PROMOTER” have started the construction work in the Said Property/Project Land in accordance with the approved plans and the proposed building is named as “_____” and shall be hereinafter referred to as “**THE SAID BUILDING/ PROJECT**” for all purposes;

AND WHEREAS the “PROMOTER” 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 “PROMOTER” has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at Goa under No._____; authenticated copy is attached in Annexure;

AND WHEREAS the “PROMOTER” has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the “PROMOTER” accepts the professional supervision of the Architect and the structural

Engineer till the completion of the Said Building/Project;

AND WHEREAS by virtue of the above _____ dated _____ the “PROMOTER” has sole and exclusive right to sell the Flats in the Said Building/Project to be constructed by the “PROMOTER” on the Said Property/Project Land and to enter into Agreement/s with the “ALLOTTEE(S)/S” of the Flat to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the “ALLOTTEE”, the “PROMOTER” has given inspection and copies to the “ALLOTTEE” of all the documents of title relating to the Said Property/Project Land and the plans, designs and specifications prepared by the “PROMOTER 's” Architects M/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 thereunder; and the ALLOTTEE has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificates of Title issued by the legal Practitioner of the “PROMOTER”, or any other relevant revenue record showing the nature of the Title of the “PROMOTER” to the Said Property/Project Land on which the Said Flats are constructed or are to be constructed have been annexed hereto;

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

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the “PROMOTER” and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been

annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Said Flat agreed to be purchased by the "ALLOTTEE", as sanctioned and approved by the competent authority wherever applicable has been annexed hereto.

AND WHEREAS the "PROMOTER" has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the Said Building/Project wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the Said Building.

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the "PROMOTER" while developing the Said Property/ Project Land and the Said Building/ Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Said building shall be granted by the concerned competent authority.

AND WHEREAS the "PROMOTER" has accordingly commenced construction of the Said Building/ Project in accordance with the said approved plans.

AND WHEREAS the "ALLOTTEE" has approached the "PROMOTER" for purchase of a Flat bearing Flat No. _____ on _____ floor situated on the Said Building/ Project.

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the Said Flat is _____ sq.mts.;

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 thereafter;

AND WHEREAS, prior to the execution of these presents, the "ALLOTTEE" has paid to the "PROMOTER" 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 "PROMOTER" both hereby admit and acknowledge) and the "ALLOTTEE" has agreed to pay to the "PROMOTER" the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the "PROMOTER" has registered the Project under the provisions of the Real Estate(Regulations and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No.....

AND WHEREAS under section 13 of the said Act, the "PROMOTER" is required to execute a written Agreement for sale of said Flat with the "ALLOTTEE", and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the "PROMOTER" hereby agrees to sell and the "ALLOTTEE" hereby agrees to purchase the Said Flat and the covered parking;

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

1. The "PROMOTER" shall construct the Said Building/

Project consisting of _____ on the Said Property/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 "PROMOTER" shall have to obtain prior consent in writing of the "ALLOTTEE" in respect of variations or modifications which may adversely affect the Said Flat of the "ALLOTTEE" except any alteration or addition required by any Government authorities or due to change in law.

1.a(i) The "ALLOTTEE" hereby agrees to purchase from the "PROMOTER" and the "PROMOTER" hereby agrees to sell to the "ALLOTTEE" Flat No.....of the type.....of carpet area admeasuringsq.mts. The Said Flat shall also have an exclusive carpet area of balcony of__sq.mts. with an exclusive terrace area.....sq.mts., total saleable area of_sq. mts., if any, onfloor in the Said Building/Project " _____" (hereinafter referred to as "the Said Flat") as shown in the Floor plan thereof hereto annexed for the consideration of Rs...../- (Rupees _____) 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 II annexed herewith.

(ii) The "ALLOTTEE" hereby agrees to purchase from the "PROMOTER" and the "PROMOTER" hereby agrees to sell to the "ALLOTTEE" covered parking bearing Nos. ...situated atbasement and /or stilt being constructed in the layout for the consideration of Rs...../-

1.b The total aggregate consideration amount for the Said Flat/Villa including covered car parking spaces is thus Rs /-

1.c. The "ALLOTTEE" has paid on or before execution of this

agreement a sum of Rs.....(Rupeesonly) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the “PROMOTER” the balance amount of Rs (Rupeesonly) in the following manner:

i Amount of Rs..../- () (not exceeding 30% of the total consideration)to be paid to the “PROMOTER” after the execution of Agreement.

ii Amount of Rs..../- () not exceeding 45% of the total consideration) to be paid to the “PROMOTER” on completion of the Plinth of the Said building in which the Said Flat is located or on _____whichever is earlier.

iii Amount of Rs...../- () (not exceeding 70% of the total consideration) to be paid to the “PROMOTER” on completion of the slabs and stilts of the Said Building/ Project in which the Said Flat is located or on whichever is earlier.

iv Amount of Rs...../- (...) (not exceeding 75% of the total consideration) to be paid to the “PROMOTER” on completion of the walls, internal plaster, floorings, doors and windows of the Said Flat.

V Amount of Rs...../- () (not exceeding 80% of the total consideration) to be paid to the “PROMOTER” on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the Said Flat.

Vi Amount of Rs...../- () (not exceeding 85% of the total consideration) to be paid to the “PROMOTER” on completion of the external plumbing and external plaster, elevation, terraced with waterproofing, of the building or wing in which the Said Flat is located.

Vii Amount of Rs...../- () (not exceeding 95% of the total

consideration) to be paid to the "PROMOTER" on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the Said Building/ Project in which the Said Flat is located.

Viii Balance Amount of Rs...../- () against and at the time of handing over of the possession of the Said Flat to the "ALLOTTEE" on or after receipt of completion certificate.

OR

As per the mode of payment as mutually agreed between the parties specified in **SCHEDULE NO. III** on or before the dates provided therein.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the "PROMOTER" 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 "PROMOTER") up to the date of handing over the possession of the Said Flat.

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

1(f) The “PROMOTER” 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 “PROMOTER” .

1(g) The “PROMOTER” shall confirm the final carpet area that has been allotted to the “ALLOTTEE” after the construction of the Said Building/ Project is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the “PROMOTER”. If there is any reduction in the carpet area within the defined limit then “PROMOTER” shall refund the excess money paid by “ALLOTTEE” within forty five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the “ALLOTTEE” 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” authorizes the “PROMOTER” 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 “PROMOTER” may in its sole discretion deem fit and the “ALLOTTEE” undertakes not to object /demand/direct the “PROMOTER” to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clauses (ii) and (iii) of clause 1(c) shall be further subdivided into multiple instalments linked to number of basements/floors in case of multi-storied building.

2.1 The "PROMOTER" hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Flat to the "ALLOTTEE", obtain from the concerned competent authority occupancy and /or completion certificates in respect of the Said Flat.

2.2 Time is essence for the "PROMOTER" as well as the "ALLOTTEE". The "PROMOTER" shall abide by the time schedule for completing the project and handing over the Said Flat to the "ALLOTTEE" and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the "ALLOTTEE" have paid all the consideration and other sums due and payable to the "PROMOTER" as per the agreement. Similarly, the "ALLOTTEE" 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 "PROMOTER", as provided in clause 1(c) herein above ("Payment Plan").

3. The "PROMOTER" hereby declares that the Floor Area Ratio available as

on date in respect of the Said Property/ Project land is _____ sq. mts. only and built-up area is _____ sq. mts. The "PROMOTER" has disclosed the Floor Space index of 2.0 as proposed to be utilized by him on the project land in the Said

Building/Project and "ALLOTTEE" has agreed to purchase the Said Flat based on the proposed construction and sale of Said Flats to be carried out by the "PROMOTER" by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the "PROMOTER" only.

4.1 If the "PROMOTER" fails to abide by the time schedule for completing the project and handing over the Said Flat to the "ALLOTTEE", the "PROMOTER" agrees to pay to the "ALLOTTEE", who does not intend to withdraw from the Said Project, interest as specified in the Rule, on all the amounts paid by the "ALLOTTEE", for every month of delay, till the handing over of the possession. The "ALLOTTEE" agrees to pay to the "PROMOTER", interest as specified in the said Rules, on all the delayed payment which become due and payable by the "ALLOTTEE" to the "PROMOTER" under the terms of this Agreement from the date the said amount is payable by the "ALLOTTEE(s)" to the "PROMOTER".

4.2 Without prejudice to the right of "PROMOTER" to charge interest in terms of sub clause 4.1 above, on the "ALLOTTEE" committing default in payment on due date of any amount due and payable by the "ALLOTTEE" to the "PROMOTER" under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the "ALLOTTEE" committing three defaults of payment of instalments, the "PROMOTER" shall at his own option, may terminate this Agreement, provided that, "PROMOTER" shall give notice of fifteen days in writing to the "ALLOTTEE", by Registered Post AD at the address provided by the "ALLOTTEE" and mail at the e-mail address provided by the "ALLOTTEE", of 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 "PROMOTER" within the period of notice then at the end of such notice period, "PROMOTER" shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the "PROMOTER" shall refund to the "ALLOTTEE" (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the "PROMOTER") within a period of sixty days of the termination, the instalments of sale consideration of the Said Flat which may till then have been paid by the "ALLOTTEE" to the "PROMOTER" and the "PROMOTER" shall not be liable to pay to the "ALLOTTEE" any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the "PROMOTER" in the Said Building/ Project and the Said Flat as are set out in Schedule IV annexed hereto.

6. The "PROMOTER" shall give possession of the Said Flat to the "ALLOTTEE" on or before _____. If the "PROMOTER" fails or neglects to give possession of the Said Flat to the "ALLOTTEE" on account of reasons beyond his control and of his agents by the aforesaid date then the "PROMOTER" shall be liable on demand to refund to the "ALLOTTEE" the amounts already received by him in respect of the Said Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date

the "PROMOTER" received the sum till the date the amounts and interest thereon is repaid.

Provided that the "PROMOTER" shall be entitled to reasonable extension of time for giving delivery of the Said Flat on the aforesaid date, if the completion of the Said Building/ Project in which the Said Flat 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 "PROMOTER", upon obtaining the occupancy certificate from the competent authority and the payment made by the "ALLOTTEE" as per the agreement shall offer in writing the possession of the Said Flat, to the "ALLOTTEE" in terms of this Agreement to be taken within one month from the date of issue of such notice and the "PROMOTER" shall give possession of the Said Flat to the "ALLOTTEE". The "PROMOTER" agrees and undertakes to indemnify the "ALLOTTEE" in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the "PROMOTER". The "ALLOTTEE" agree(s) to pay the maintenance charges as determined by the "PROMOTER" or association of allottees, as the case may be. The "PROMOTER" on its behalf shall offer the possession to the "ALLOTTEE" in writing within 7 days of receiving the occupancy certificate of the Said Building/Project.

7.2 The "ALLOTTEE" shall take possession of the Said Flat within 15 days of the written notice from the "PROMOTER" to the "ALLOTTEE" intimating that the Said Flats are ready for use and occupancy.

7.3 Failure of "ALLOTTEE" to take Possession of Said Flat upon receiving a written intimation from the "PROMOTER" as per clause 7.1, the "ALLOTTEE" shall take possession of the Said Flat from the "PROMOTER" by paying all amounts executing necessary

indemnities, undertakings and such other documentation as specified in this Agreement, and the "PROMOTER" shall give possession of the Said Flat to the "ALLOTTEE". In case the "ALLOTTEE" fails to take possession within the time provided in clause 7.2, such "ALLOTTEE" shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Said Flat to the "ALLOTTEE", the "ALLOTTEE" brings to the notice of the "PROMOTER" any structural defect in the Said Flat or the Said Building in which the Said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the "PROMOTER" at his own cost and in case it is not possible to rectify such defects, then the "ALLOTTEE" shall be entitled to receive from the "PROMOTER", compensation for such defect in the manner as provided under the Act. In case the "ALLOTTEE" carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Said Flat, then in such an event the "PROMOTER" shall not be liable to rectify or pay compensation. But the "PROMOTER" may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity variations in temperature, electrical conduits, etc., cannot be considered as defective work.

8. The "ALLOTTEE" shall use the Said Flat or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of parking vehicle.

9. The "ALLOTTEE" along with other allottee(s) of Flats in the

Said building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the "PROMOTER" may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws of the proposed Society and duly fill in, sign and return to the "PROMOTER" within seven days of the same being forwarded by the "PROMOTER" to the "ALLOTTEE", so as to enable the "PROMOTER" to register the common organisation of "ALLOTTEE". No objection shall be taken by the "ALLOTTEE" if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the "PROMOTER" to the "ALLOTTEE" that the Said Flat is ready for use and occupancy, the "ALLOTTEE" shall be liable to bear and pay the proportionate share (i.e. In proportion to the carpet area of the Said Flat) of outgoings in respect of the Said Property/Project Land and Said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Property/Project Land and Said Building. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the "ALLOTTEE" shall pay to the "PROMOTER" such proportionate share of outgoings as may be determined. The "ALLOTTEE" further agrees that till the "ALLOTTEE's" share is so determined the "ALLOTTEE" shall pay to

the "PROMOTER" provisional monthly/yearly contribution of Rs. per month/annum towards the outgoings. The "ALLOTTEE" undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by "ALLOTTEE" shall be regarded as the default on the part of the "ALLOTTEE" and shall entitle the "PROMOTER" to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The "ALLOTTEE" shall on or before delivery of possession of the Said Flat keep deposited with the "PROMOTER", the following amounts:

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/ /Federation/Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (v) Rs. for Deposit towards Water, Electric, and other utility and services connection cha
- (vi) Rs as legal charges.
- (vii) Rs as infrastructure tax
- (viii) Rs.....as Corpus in respect of the Society or Limited

Company/Federation/Apex Body.

(ix) Rsas Stamp Duty and Registration Charges.

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

12. At the time of registration of Deed of Conveyance of the structure of the building, the "ALLOTTEE" shall pay to the "PROMOTER", the "ALLOTTEE's" share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the Said Flat. At the time of registration of conveyance of the Said Property/ Project Land, the "ALLOTTEE" shall pay to the "PROMOTER", the "ALLOTTEE's" share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The "PROMOTER" has clear and marketable title with respect to the Said Property/Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Property/Project Land and also has actual, physical and legal possession of the Said Property/Project Land for the implementation of the Project;
- ii. The "PROMOTER" 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 Said Property/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 Said Property/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, Said Property/Project Land and Said Building 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 Building/Project, Said Property/Project Land and said building shall be obtained by following due process of law and the "PROMOTER" has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Building/Project, Said Property/Project Land and common areas;

vi. The "PROMOTER" has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the "ALLOTTEE" created herein, may prejudicially be affected;

vii. The "PROMOTER" has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Said Property/Project Land, including the Project and the Said Flat which will, in any manner, affect the rights of "ALLOTTEE" under this Agreement;

viii. The "PROMOTER" confirms that the "PROMOTER" is not restricted in any manner whatsoever from selling the Said Flat to the "ALLOTTEE" in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the

structure to the association of allottees the "PROMOTER" shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the allottees;

x. The "PROMOTER" 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 Building/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 "PROMOTER" in respect of the Said Property/Project Land and/or the Project except those disclosed in the title report.

14. The "ALLOTTEE/s" or himself/themselves with intention to bring all persons into whosoever hands the Said Flat may come, hereby covenants with the "PROMOTER" as follows:-

(i) To maintain the Said Flat at the "ALLOTTEE's" own cost in good and tenantable repair and condition from the date the possession of the Said Flat is taken and shall not do or suffer to be done anything in or to the Said Building in which the Said Flat is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the Said Building in which the Said Flat is situated and the Said Flat itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Flat 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 Building in which the Said Flat is situated, including entrances of the Said

Building in which the Said Flat is situated and in case any damage is caused to the Said Building in which the Said Flat is situated or the Said Flat on account of negligence or default of the "ALLOTTEE" in this behalf, the "ALLOTTEE" shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the Said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the "PROMOTER" to the "ALLOTTEE" and shall not do or suffer to be done anything in or to the Said Building in which the Said Flat is situated or the Said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the "ALLOTTEE" committing any act in contravention of the above provision, the "ALLOTTEE" shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Said Flat 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 Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building in which the Said Flat is situated and shall keep the portion, sewers, drains and pipes in the Said Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said Flat without the prior written permission of the "PROMOTER" and /or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the Said Building in which the Said Flat 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 Flat in the compound or any portion of the Said Property/ Project Land and the Said Building in which the Said Flat is situated.

(vii) Pay to the "PROMOTER" within fifteen days of demand by the "PROMOTER", his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the Said Building in which the Said Flat 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 Flat 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 Flat until all the dues payable by the "ALLOTTEE" to the "PROMOTER" under this Agreement are fully paid up.

(x) The "ALLOTTEE" shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations amendments thereof that may be made from time to time for protection and maintenance of the Said Building and the Said Flats 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" 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 Said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The "PROMOTER" shall maintain a separate account in respect of sums received by the "PROMOTER" from the "ALLOTTEE" as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Flats or of the said Plot and Building or any part thereof. The "ALLOTTEE" shall have no claim save and except in respect of the Said Flat along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the "PROMOTER" until sold/allotted.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the "PROMOTER" executes this Agreement he shall not mortgage or create a charge on the Said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the "ALLOTTEE" who has taken or agreed to take such Said Flat.

18. BINDING EFFECT

Forwarding this Agreement to the "ALLOTTEE" by the "PROMOTER" does not create a binding obligation on the part of the "PROMOTER" or the "ALLOTTEE" until, firstly, the

“ALLOTTEE” signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the “ALLOTTEE” and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the “PROMOTER”. If the “ALLOTTEE” (s) fails to execute and deliver to the “PROMOTER” this Agreement within 30 (thirty) days from the date of its receipt by the “ALLOTTEE” and/or appear before the Sub-Registrar for its registration as and when intimated by the “PROMOTER”, then the “PROMOTER” shall serve a notice to the “ALLOTTEE” for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the “ALLOTTEE”, application of the “ALLOTTEE” shall be treated as cancelled and all sums deposited by the “ALLOTTEE” in connection therewith including the booking amount shall be returned to the “ALLOTTEE” without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties

hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent "ALLOTTEES" of the Said Flat, in case of a transfer, as the said obligations go along with the Said Flat for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the "ALLOTTEE" has to make any payment, in common with other allottee(s) in the Said Building/Project, the same shall be in proportion to the carpet area of the Said Flat to the total carpet area of all the Said Flats in the Said Building/Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24. 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.

25. PLACE OF EXECUTION

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

26. The "ALLOTTEE" and/or "PROMOTER" shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the "PROMOTER" will attend such office and admit execution thereof.

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

Name of

Allottee

(Allottee's

Address)

Notified Email ID:

Name of Promoter : **M/s.** _____

Promoter Address: _____

Notified Email ID: _____

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

28. JOINT ALLOTTEES

That in case there are Joint “ALLOTTEE” all communications shall be sent by the “PROMOTER” 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 “ALLOTTEE”.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the “ALLOTTEE”.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to 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.

31. GOVERNING LAW

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

SCHEDULE-I

**DESCRIPTION OF THE “ENTIRE
PROPERTY”**

All that piece and parcel of the landed larger property denominated as “ _____ ” being and situated at _____, within the limits of Corporation of City of ____, in the Taluka of ____ and registration Sub- District of _____, District of _____, Goa, and State of Goa, and the same is admeasuring an area of _____ Square Meters. The said larger property is bounded as under:

North: By _____;

South: By;

East : By _____;

West : By _____.

SCHEDULE-II

DESCRIPTION OF THE "SAID FLAT"

ALL THAT FLAT namely Flat No.____situated on the _____Floor of the building known as " _____" having a super built up area/ saleable area of____square meters and carpet area of square meters and terrace area of _____ sq mts., along one car park space bearing Car Park No.____in the basement/ stilt floor and along with the undivided proportionate share in the land of the Said Property described above in Schedule-II and the Said Flat is shown better delineated in red colour in the plan annexed hereto.

SCHEDULE-III

SCHEDULE OF PAYMENT OF THE SAID CONSIDERATION BY THE "ALLOTTEE" TO THE "PROMOTER"

Payment No.	Time of Payment (whichever is earlier)	%	Amount of Payment
1.	On Booking the Flat (Earnest money) or allotment of Flat	10%	Rs.____/-
2.	Upon signing of Agreement	20%	Rs._____-/-
3.	Upon completion of Plinth	15%	Rs._____-/-
4.	Upon completion of walls, internal plaster, floorings, doors and windows of the Said Flat	25%	Rs._____-/-

5.	Upon completion of the sanitary fittings, staircases, lift,wells, lobbies upto the floor level	5%	Rs._____/-
6.	Upon completion of the external plumbing and external plaster, elevation, terraced with waterproofing, of the building	10%	Rs._____/-
7.	Upon virtual completion	10%	Rs._____/-

8.	Upon possession	5%	Rs._____/-
TOTAL		100%	Rs._____/-

SCHEDULE-IV
SPECIFICATIONS OF THE SAID
FLAT

IN WITNESS WHEREOF parties hereinabove named have
set their

respective hands and signed this Agreement at Panaji-Goa, in the presence of attesting witness, signing as such on the day first written.

**SIGNED, SEALED AND
DELIVERED BY THE
WITHIN NAMED PROMOTER
_____ . REPRESENTED**

**BY ITS
EXECUTIVE
DIRECTOR**

-

Photo & Finger Prints as
below Right Hand

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Left Hand

--	--	--	--	--

**SIGNED AND
DELIVERED BY THE**

WITHINNAMED

ALLOTTEE

Photo & Finger Prints as
belowRight Hand

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Left Hand

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WITNESSES:

1.Name

Signature

2.Name

Signature

.....

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ANNEXURES

Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee I say receive. The Promoter