

AGREEMENT FOR SALE

This Agreement for Sale is made at Mapusa on this _____ day of the
month of _____ 2023

BETWEEN

ADITYA BUILDERS a registered partnership firm having their office at 204, Gera's Imperium I, EDC Complex, Patto-Plaza, Panjim-Goa, 403001, Pan Card No. _____, represented by its Managing Partner, Mr. Vijay P. Sawardekar, age 61 years, having Pan Card No. _____, Aadhar Card No. _____, married, residing at 175, Nova-Cidade, Porvorim, Bardez - Goa, Indian national, son of Mr. Pandurang Sawardekar, herein after called "**THE BUILDERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors, heirs, executors, administrators, and assigns) of one part.

AND

Mr. _____, son/daughter of _____, age ____ years, marital status, occupation, _____ National, having PAN Card No. _____, Aadhar Card No. _____, and resident of _____, herein-after called "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the other part.

AND WHEREAS, there exists an immovable property known as "St. Cruz or Chinchem Galaum or Galaum or Galum" bearing Survey No. 84 Sub Division No. 6 admeasuring an area of 4000 sq. mts situated at Village Bastora, Bardez Goa not described in the Land registration office of Bardez but enrolled in the Taluka revenue office of Bardez under matríz no. 113 bearing old Cadastral Survey No. 1461, which is more particularly described in the **Schedule-I** and hereinafter called or referred to as "**THE SAID PROPERTY**".

AND WHEREAS The Said Property as described in Schedule I was purchased by The Builders vide Sale Deed dated 07th January, 2019 registered under BRZ-1-26-2019 dated 10/01/2019 at the office of Sub Registrar Bardez, Mapusa from the original owners/heirs of the Said Property.

AND WHEREAS The Said Property has been converted from Agriculture to Non-Agriculture use vide order bearing no. 4/178/CNV/AC-III/2019/485 dated 10/06/2020 issued by the Office of the Additional Collector-III, North Goa District, Mapusa Goa.

AND WHEREAS The Builders have obtained development permission for the Said Building Scheme vide order having no. TPB/5062/BAS/TCP-2023/586 dated 30/01/2023 respectively from Office of the Senior Town Planner, Mapusa – Goa.

AND WHEREAS Primary Health Centre Aldona has issued No Objection from Sanitary Point of View for proposed construction in Survey No. 84/6, of Bastora Village, Bardez, Goa under no. PHC/Aldona/NOC/Const./2020-21-328 dated 25/06/2020.

AND WHEREAS The Builders have obtained Construction License for the Said Building Scheme vide License No. V.P./BAS/2020-2021/982 dated 03/03/2021, from Village Panchayat Bastora.

AND WHEREAS The Builders are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS The Builders is in possession of the project land;

AND WHEREAS The Builders are constructing in the Said Property a scheme which consists of four buildings having thirty-seven apartments, which Building Scheme shall hereafter be referred to as the **Said Building Scheme**. Each Building is having Stilt plus two floors;

AND WHEREAS The Said Building Scheme shall be known as **“ADITYA LUXURIA”**.

AND WHEREAS the Purchaser has agreed to purchase an Apartment bearing number _____, on the _____ floor, (herein after referred to as the said “Apartment”) in the building called **Block-A/B/C/D** (herein after referred to as the “Said Building”) being constructed in the said project, by The Builders;

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

AND WHEREAS The Builders has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and The Builders accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS on demand from the Purchaser, The Builders has given inspection and copies to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by The Builders’ 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; and the Purchaser has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by Mr. D.R. Shankhawalkar, 1st floor, Verlekar Mansion, Keniwada, Mapusa-Goa, dated 29/06/2021 the legal Practitioner of The Builders, showing the nature of the title of The Builders to the project land on

which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copy of the floor plans of the Said Apartment 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 Builders and according to which the construction of the buildings are proposed to be provided for the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Purchaser, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto; Schedule - V

AND WHEREAS The Builders has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s 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 Builders while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS The Builders has accordingly commenced construction of the said buildings in accordance with the said approved plans;

AND WHEREAS the Purchaser has approached The Builders agreeing to purchase an Apartment in the same Building Scheme which apartment is identified as Apartment No. _____, on _____ floor, in Block – A/B/C/D in the Same Building Scheme, admeasuring a Carpet area of _____. mts. (as defined in RERA) and a built up area of _____ Sq. Mts. (which includes Balconies, proportionate areas of Staircase, Lift, Passages, Clubhouse/Gym) along with _____ Parking Slot (under stilts/open to sky). The Said Apartment is described in details in Schedule No. (II), hereafter written and shall hereinafter be referred to as the **“Said Apartment”**.

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

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

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

AND WHEREAS, The Builders has registered the Project under the provisions of the Real Estate (Regulation 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 Builders is required to execute a written Agreement for sale of said Apartment with the Purchaser, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, The Builders hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment.

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

1.The Builders shall construct the said building/s consisting of ground/stilt plus two floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that The Builders shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law. The Purchasers hereby expressly consents to the same.

a) The Purchaser hereby agrees to purchase from The Builders and The Builders hereby agrees to sell to the Purchaser in the same Building Scheme, the said Apartment No. _____ **on** _____ **Floor, in Block** _____, admeasuring a Carpet Area of _____ **Sq. mts.** (as defined In RERA) and a Built up Area of _____ **Sq. mts.** (which includes Balconies and Proportionate share of Staircases, Lift area, Passages, Clubhouse/Gym) along with _____ Parking Slot (under Stilts/open to sky) as per details given in Schedule No. (II) along with proportionate share of land appurtenant to the Said Apartment, hereafter referred as the Said Apartment as per the plans seen and approved by The Purchasers.

b) Towards the consideration of Said Apartment including the Proportionate share of land appurtenant to the Said Apartment, The Purchasers agrees to pay sum of **Rs.** _____ **/- (Rupees** _____ **Only)** as per the mode of payment specified in Schedule No. (III) on or before the dates mentioned therein.

c) The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to The Builders the balance amount of Rs. _____ (Rupees _____) as per the mode of payment as mutually agreed between the parties as specified in Schedule – III.

d) The Total Price above excludes Taxes (consisting of tax paid or payable by The Builders 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 Builders) up to the date of handing over the possession of the Apartment.

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 Builders undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., The Builders 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 Purchaser, which shall only be applicable on subsequent payments.

f) It is agreed by The Purchasers that they shall never seek the partition of the undivided rights to the land proportionate to the build up area of the Said Apartment.

g) The Builders shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the building 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 Builder. If there is any reduction in the carpet area within the defined

limit then Builders shall refund the excess money paid by Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, The Builders shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

h) The Purchaser authorizes The Builders 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 Builders may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Builder to adjust his payments in any manner. If any changes in or addition to the specifications mentioned in the Schedule No. (IV) and (V), hereunder are desired by The Purchasers, the same shall be done by The Builders if possible/permitted and in such an event The Purchasers shall pay, the additional cost of such additions/changes, before the relative item of work, is taken up for work, and it shall be considered as an extra item for the purpose of payment.

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

3. Time is essence for The Builders as well as the Purchaser. The Builders shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be

subject to all the Purchasers have paid all the consideration and other sums due and payable to The Builders as per the agreement Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her, and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by The Builders, as provided in Schedule III.

4. The Builders hereby declares that the Floor Area Ratio available as on date in respect of the project land is 2400 square meters only and Builders has planned to utilize the same. The Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by The Builders by utilizing the present FSI applicable that is 60 and on the understanding that If any time prior or after the execution of Deed of Conveyance and/or handing over the respective premises to The Purchasers as stipulated in this Agreement, the floor area ratio presently applicable to the Said Building Scheme is increased, such increase shall ensure for the benefit of The Builders alone without any rebate to The Purchasers.

5. If The Builders fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, except for reasons beyond his control mentioned in clause 8, The Builders agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to The Builders, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Purchaser to The Builders under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to The Builders. The rate of interest will be 14%.

6. Without prejudice to the right of The Builders to charge interest in terms of clause 5 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to The Builders under this Agreement, mentioned in Schedule No (III),

here under on their respective dates (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, The Builders shall at his own option, may terminate this Agreement: Provided that The Builders shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by The Builders within the period of notice then at the end of such notice period, The Builders shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, The Builders shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builders) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to The Builders and The Builders shall not be liable to pay to the Purchaser any interest on the amount so refunded. The Builders shall be at liberty to allot and dispose the Said Apartment to any such person at the discretion of The Builders and for such consideration as he may determine and The Purchasers shall have no rights, what so ever to interfere in such a transaction, nor claim any amount in that respect from The Builders.

7. 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 to be provided by The Builders in the said building and the Apartment are set out in Schedule V. All manufactured items such as Sanitary fittings, Electrical Switches, wires, doors, locks, hardware, aluminium/CPVC windows, kitchen sinks, floor/wall tiles, lifts, pumps etc will have the warranty period as stipulated by the manufacturer.

8. The Builders shall complete and deliver the possession of the said Apartment to the Purchaser on or before 30th day of May, 2024 provided all the amounts due and payable by the Purchasers under the terms of this Agreement are paid by The Purchasers to The Builders as per the time schedule agreed upon. If The Builders fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control, and of his agents by the aforesaid date then The Builders shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date The Builders received the sum till the date the amounts and interest thereon is repaid.

Provided that The Builders shall be entitled to reasonable extension of time for giving delivery of the Apartment on the aforesaid date, without any interest liability, if the completion of building in which the Apartment is to be situated is delayed on account of

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.
- (iii) Non-availability of building materials like cement, steel, sand, stones etc, or Delay on part of statutory bodies/government departments/panchayat in giving Completion/Occupancy Certificates, water/Electricity connection as the case may be.

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

10. The Purchaser shall take possession of the Apartment within 15 days of the written notice from The Builders to the Purchaser intimating that the said Apartments are ready for use and occupancy failing which The Purchasers shall be deemed to have taken possession of the Said Apartment.

11. Failure of Purchaser to take Possession of Apartment upon receiving a written intimation from The Builders as per clause 9, the Purchaser shall take possession of the Apartment from The Builders by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and The Builders shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 10, such Purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon. The Builders shall have first lien and charge on the Said Flat agreed to be acquired by The Purchasers, in respect of any amount payable by The Purchasers to The Builders, under the terms & conditions of this Agreement.

12. If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of The Builders any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by The Builders at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from The Builders, compensation for such defect in the manner as provided under the Act. In case the Purchaser carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event The Builders shall not be liable to rectify or pay compensation. But The Builders may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in

temperature, electrical conduits, etc. cannot be considered as defective work.

13. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Purchaser shall use the parking space only for purpose of keeping or parking vehicle. It is agreed that the stilt parking which is allotted along with the apartment is mostly suitable for hatch-back or mini sedan (such as Maruti Dzire or equivalent).

14. The Purchaser along with other Purchaser (s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as The Builders 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 byelaws of the proposed Society and duly fill in, sign and return to the Builder within seven days of the same being forwarded by The Builders to the Purchaser, so as to enable The Builders to register the common organization of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Purchasers shall be bound, from time to time to sign all papers & documents & to do all acts, deeds & things as may be necessary from time to time for safe guarding the interest of The Builders & of the other Purchasers in the Said Building Scheme.

15. Within 15 days after notice in writing is given by The Builders to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common

lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of Purchasers is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to The Builders such proportionate share of outgoings as may be determined by him. The Purchaser further agrees that till the Purchaser share is so determined the Purchaser shall pay to the Builders provisional monthly/yearly contribution of Rs. per month/annum towards the outgoings. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly 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 Purchaser shall be regarded as the default on the part of the Purchaser and shall entitle the Builders to charge interest on the dues, in accordance with the terms and conditions contained herein.

16. Upon the completion of the Said Building Scheme, The Builders shall convey/get conveyed The Said Property and/or the Said Building Scheme in the name of the various Purchasers, provided however The Builders shall have the discretion to convey/get conveyed The Said Property and/or Said Building Scheme in the name of The Entity, before the completion of The Scheme. In the event The Entity cannot be formed for any reason or the conveyance cannot be executed in the name of The Entity, The Builders shall execute / get executed the conveyance of the undivided portion of the Said Property in the name of all The Purchasers, in proportion to build up area owned by each of them in The Said Building Scheme.

17. All papers pertaining to the formation of The Entity and the rules and regulations thereof as also necessary Deed/Deeds of Conveyance shall be prepared by the Advocate of The Builders. All cost, charges, expenses including stamp duty, registration charges and any other expenses in connection with the preparation, execution and registration of the deed/deeds of conveyance and for the formation of

The Entity shall be borne by The Purchasers in such proportion as may be decided by The Builders and/or The Entity.

18. REPRESENTATIONS AND WARRANTIES OF THE BUILDERS

The Builders hereby represents and warrants to the Purchaser as follows:–

- a) The Builders has clear and marketable title with respect to the project land; as declared in the title report and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Builders 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;
- c) There are no encumbrances upon the project land or the Project;
- d) There are no litigations pending before any Court of law with respect to the project land or Project;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and The Builders has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f) The Builders 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 Purchaser created herein, may prejudicially be affected;

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

h) The Builders confirms that The Builders is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

i) At the time of execution of the conveyance deed of the structure to the association of Purchaser The Builders shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

j) The Builders 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;

k) 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 Builders in respect of the project land and/or the Project except those disclosed in the title report.

19. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with The Builders as follows: –

a) To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Apartment is situated and

the Apartment itself or any part thereof without the consent of the local authorities, if required.

b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

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

d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated. Also, not to enclose the balconies with either Grills/Windows and to make proper arrangements for drainage of AC water within the Said Apartment and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts

of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of The Builders.

e) 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 building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

g) Pay to The Builders within fifteen days of demand by The Builders, 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 building in which the Apartment is situated.

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

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

j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and

for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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.

20. The Builders shall maintain a separate account in respect of sums received by The Builders from the Purchaser 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.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment 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 Builder until sold/allotted.

22. Provided it does not in any way effect or prejudice right of The Purchasers, The Builders shall be at liberty, to sell, assign or otherwise deal with their right, title and interest in the Said Property and or in the same Building Scheme.

23. After The Builders 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 Purchaser who has taken or agreed to take such Apartment.

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

25. 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.

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

27. 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 Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

28. 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.

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

30. 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.

31. The execution of this Agreement shall be complete only upon its execution by the Builders through its authorized signatory at the Builders' Office, or at some other place, which may be mutually agreed between the Builders and the Purchaser, after the Agreement is duly executed by the Purchaser and the Builders 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.

32. The Purchaser and/or Builders shall present this Agreement as well as the conveyance deed at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builders will attend such office and admit execution thereof.

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

Name of Purchaser - _____

(Purchaser's Address) - _____

Notified Email ID: _____

Builders name – Aditya Builders, represented by
Managing Partner Mr. Vijay P. Sawardekar
(Builders Address) – 204, Gera Imperium I, EDC Complex, Patto
Plaza, Panjim Goa-403001

Notified Email ID: adityabuilders90@gmail.com

It shall be the duty of the Purchaser and the Builders 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 Builders or the Purchaser, as the case may be.

34. That in case there are Joint Purchaser all communications shall be sent by The Builders to the Purchaser 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 Purchasers.

35. The charges towards stamp duty and Registration of this Agreement shall be borne exclusively by the Purchaser.

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

37. 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.

38. All payments are to be made strictly through Cheque /Demand Drafts payable at Panaji-Goa.

39. Possession of the Said Apartment is not given.

40. This Agreement for Sale is lodged before the Sub Registrar by Mr./Mrs. _____, son/daughter of _____, age _____ years, Advocate, _____, Indian National, Mobile No. _____, Pan Card No. _____, Aadhar Card No. _____, Resident of _____, by virtue of Power of Attorney dated _____ executed before the Sub Registrar of Bardez at Mapusa bearing Reg. No. _____ dated _____.

41. Additional conditions

- a) The Builders and/or The Entity so decides, The Purchasers shall have to pay to The Builders or The Entity as the case may be: a) Rs. 5000/- (Rs. Five Thousand Only) for the membership of the Entity, b) Rs. 300/- (Rs. Three Hundred Only) per sq. mt. of built up area as deposit towards the formation of The Entity, expenses and sinking fund. If the aforesaid amounts are paid to The Builders, The Builders shall after formation of The Entity hand over, the same amount after deduction if any, to the Said Entity without any interest on the above said amount. This amount will be payable before taking possession of the Said Apartment.
- b) It is agreed that Cracks to the plaster are unavoidable and hence will not be considered to be defect in construction. However, care will be taken to give as far as possible a crack free plaster at the time of giving possession.
- c) It is agreed that certain crack formation can occur to wooden door frames. If the said cracks do not affect the operations/serviceability of the doors, the same will be not expected to be replaced.

SCHEDULE - I

(The Said Property)

All that immovable property known as “St. Cruz or Chinchem Galaum or Galaum or Galum” bearing Survey No. 84 Sub division no. 6 admeasuring an area 4000 Sq. mts situated at Village Bastora, Bardez Goa not described in the Land registration office of Bardez but enrolled in the Taluka revenue office of Bardez under matriz no. 113 and bearing old cadastral Survey no. 1461 and bound on

On the East : By property survey under no. 84/9, 84/9-A & 84/10,

On the West : By pathway and partly by survey no. 84/21,

On the North : by property survey under no. 85/16, 85/16-A, 85/17, 85/18, 84/7

On the South : By property survey under no. 84/14.

SCHEDULE - II

(Description of The Said Apartment)

Apartment No. _____, on the _____ Floor, in Block – _____, in the Said Building Scheme **(Aditya Luxuria)** admeasuring a Carpet Area of _____ **Sq. mts.** (as defined In RERA) and Built up Area of _____ **Sq. mts.** (which includes Balconies and Proportionate share of Staircases, Lift area, Passages, Clubhouse/Gym) **along with _____ Parking Slot (Under Stilts/Open to sky)** being constructed on the Said Property described herein above. The Said apartment is shown delineated in Red boundary line in the plan annexed.

SCHEDULE – III
(Mode of Payment)

Sr. No.	Stage of Construction	Amount
1	On Booking	10%
2	Signing of Agreement	15%
3	On completion of Plinth	10%
4	On completion of First Slab	10%
5	On completion of Second Slab	10%
6	On completion of Third Slab	10%
7	On completion of Masonry (of the apartment booked)	10%
8	On completion of Flooring (of the apartment booked)	10%
9	On completion of Internal Painting (of the apartment booked)	5%
10	On Completion of the lifts, water pumps, electrical fittings	5%
11	On Possession	5%
	TOTAL	Rs. _____/ - (Rupees _____ Lakhs Only)

SCHEDULE – IV
Specification (General)

STRUCTURE: It is a R.C.C. framed structure. The internal /External walls will be of brick, Laterite, concrete masonry

PLASTERS: External plaster will be double coat sand faced cement plaster & internal plaster will be single coat sand faced plaster.

EXTERNAL DÉCOR: External walls will be painted with External Paint.

WATER SUPPLY: An underground common sump with an electric pump and a common overhead tank will be provided for all the Apartments

PLUMBING & SANITATION: Soil and waste lines will be of rigid P.V.C. for exposed lines and water lines (both external and internal) will be also of rigid P.V.C. One European W.C. one tap and hot and cold tap with shower and one wash basin will be provided in each bath room. All sanitary ware will be of white color.

ELECTRICAL INSTALLATION: Three phase Electrical Connection with P.V.C. electrical conduits of adequate diameter shall be concealed within the masonry walls, columns, R.C.C. ceiling slabs as per electrical layout. ALL wires will be of copper. And all material will be per ISI standards.

The following points will be provided:

- a) Main Entrance: one bell point.
- b) Living-Dining: one fan point, two light points, two plug points, one T.V. point,
- c) Kitchen: one fan point, two light points, one plug points and one power plug (15 Amp.)
- d) Bath: one light point, one power plug (15 Amp.)
- e) Bedroom: one fan point, two light points and one plug points.
- f) Master Bed-room: one fan point, two light points and one plug points, one AC point
- f) Balconies: one light point each.
- g) Lift: One lift of four passengers will be provided for each Block.

SCHEDULE – V

Specification (Finish/ Amenities)

Sr. no	Description of item	Finishes
1.	Flooring Tiles	Vitrified tiles of size 60 x 60 and or 60 x 120
2.	Bathroom wall tiles	Glazed/Vitrified tiles upto 2.0 mt. height
3.	C.P. Fittings	Jaguar or equivalent
4.	Sanitary fittings	European WC with flush tank (Cera, Jaguar or equivalent)
5.	Internal wall finish	Birla White Putty with Oil bound distemper
6.	Electrical wiring	Concealed copper wiring
7.	Electrical switches	Modular switches (Legrand MyLink or equivalent)
8.	AC point	Provided for Bedrooms
9.	Electrical meter	Three Phase
10.	Windows	Aluminium, powder coated/CPVC sliding
11.	Doors other than Bathroom doors	Masonite Doors/ flush doors, painted/laminated
12.	Bathroom doors	FRP Doors with granite frame.
13.	Kitchen Platform	Granite top with stainless steel sink.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by
The OWNERS/BUILDERS:

(MR. VIJAY P. SAWARDEKAR)
FOR ADITYA BUILDERS

Right Hand

--	--	--	--	--

Left Hand

--	--	--	--	--

The Purchaser:

MR/MRS._____

Right Hand

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Left Hand

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In the presence of Witness:

1) Name : _____

Father’s Name : _____

Age : _____

Marital Status : _____

Occupation : _____

Address : _____

Aadhar No. : _____

Sign : _____

2) Name : _____

Father’s Name : _____

Age : _____

Marital Status : _____

Occupation : _____

Address : _____

Aadhar No. : _____

Sign : _____