

## **AGREEMENT FOR SALE**

This Agreement for Sale is made and executed at ....., Goa on this \_\_\_\_ day of the month of ..... of the year Two Thousand and Twenty One i.e. (\_\_\_\_/\_\_\_\_/2021).

### **BETWEEN**

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

### **AND**

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

### **AND**

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

**WHEREAS** there exists a property known as “.....” .....situated at ....., admeasuring ..... sq. mts., described in the land registration office at .....Goa,

under No.....at pages ..... reverse of Book ..... new and enrolled in the Matríz under No....., which ....., now surveyed under no. .... of Village ..... Goa, which property is more particularly described in **Schedule I** mentioned herein below and marked in red color in the plan annexed herewith and shall hereafter referred to as the **SAID PROPERTY**.

**Complete Recital of title**

.....

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

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

**AND WHEREAS** ..... Authority has issued Technical Clearance Order dated ..... Goa.

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

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

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

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

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

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

**a)** That the OWNER/BUILDER/VENDOR are in exclusive and peaceful possession of the SAID PROPERTY.

- b)** That no person(s) other than the OWNER/BUILDER/VENDOR have any right, title and/or interest in the SAID PROPERTY.
- c)** That the OWNER/BUILDER/VENDOR have an absolute right to dispose and/or sell or enter into Agreements in respect to the flats being constructed on the SAID PROPERTY, and/or deal with it in any manner whatsoever.
- d)** That the OWNER/BUILDER/VENDOR have a clear and marketable title to the SAID PROPERTY.
- e)** That there are no Mundcars and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right whatsoever in, to and/or over the SAID PROPERTY, and/or any part thereof.
- f)** That there is no legal bar or impediment to enter into Agreements, Sale Deeds with respect to the flats being constructed on the SAID PROPERTY, and that the SAID PROPERTY is free from encumbrances, liens and/or charges.
- g)** That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the SAID PROPERTY, nor any part thereof.
- h)** That neither the SAID PROPERTY nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- i)** That neither the SAID PROPERTY nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
- j)** That the OWNER/BUILDER/VENDOR have not entered into any agreement, understanding and or arrangement for sale, development and or disposal or otherwise howsoever with any other party in respect of the said plot and or part thereof.
- k)** That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the SAID PROPERTY or any part thereof.
- l)** That there is a proper access/road required as per law for carrying out Construction on the SAID PROPERTY.

**AND WHEREAS**, the PURCHASER relying on the representations and covenants hereinabove stated, and pursuant to negotiations and discussions by and between the

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

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

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

**NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AND IT IS AGREED  
BETWEEN THE PARTIES HERETO AS FOLLOW:**

1. The OWNER/BUILDER/VENDOR hereby agrees to sell to the PURCHASER the SAID FLAT bearing Flat No....., i.e. the SAID FLAT described in **schedule- II**, having super built-up area of ..... sq.mtrs., ..... sq. mts. of built up area and ..... sq. mts. of Carpet area, alongwith the proportionate undivided rights and shares in the SAID PLOT, with allotted one covered free car parking bearing No. ....; hereunder written and delineated on the plan hereto annexed and marked thereon with red colour for a total consideration of **Rs...../-(Rupees ..... Only)** which is a fair market value of the said Flat. Accordingly, the PURCHASER has paid a sum of Rs...../-(Rupees ..... only) in favour of the OWNER/BUILDER/VENDOR vide Cheque No....., dated..... Drawn on ..... Bank, Goa, as earnest advance money, the receipt of which the OWNER/BUILDER/VENDOR hereinabove do hereby admit and acknowledge.

2. The PURCHASER further agrees and undertakes to pay to the OWNER/BUILDER/VENDOR, the balance amount of Rs...../-(Rupees ..... Only) in the manner as set out in **Schedule-IV** hereto.

3. It is agreed by and between the parties that the Top Terrace of the Said Residential Building is not for common use. The said top terrace is made available by the OWNER/BUILDER/VENDOR to the PURCHASER of Top Floor Flats (i.e. ...., ....., ..... & .....) exclusively for maintenance purpose, for maintenance to be done by Maintenance Department of OWNER/BUILDER/VENDOR / Maintenance Society to be formed with respect to the Said Building.

4. It is specifically agreed and understood that on making the payment by the PURCHASER to the OWNER/BUILDER/VENDOR as per **Schedule-IV**, the OWNER/BUILDER/VENDOR shall complete the construction of the SAID FLAT and hand over to the PURCHASER peaceful vacant possession of the SAID FLAT on or before .....

5. Any delay in granting water connection/electricity connection, issuance of Occupancy Certificate by the Concerned Authorities where in the delay has been solely on the part of respective departments or if there is stoppage of work occasioned by any

Act of God, Force Majeure, any natural and unnatural calamities, pandemic such as present COVID-19 pandemic, restrained order from any Appropriate Authority or Judicial Body arising out of defect in title of the property or other aspects of the property, non-availability of raw material due to government restraints and or due to Government Order; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the OWNER/BUILDER/VENDOR, shall not be attributable to the OWNER/BUILDER/VENDOR and delay or stoppage of work caused due to the above reasons shall be excluded from the stipulated time mentioned above for completion of construction of the project..

**6.** If the OWNER/BUILDER/VENDOR fails/neglects to hand over the possession on or before ....., to the PURCHASERS, the OWNER/BUILDER/VENDOR shall pay to the SAID PURCHASER rent per month for the delay in so completing the SAID FLAT till the handover of possession of the SAID FLAT. Rent shall be decided as per market rate which shall be finalized on verification of any 2(two) rent agreements executed before the notary within the vicinity. However, no rent shall be paid by the OWNER/BUILDER/VENDOR during the period of stoppage of work due to reasons as mentioned above. Moreover, no rent shall be paid by the OWNER/BUILDER/VENDOR, if the flat is ready for possession, but PURCHASERS fails to take possession of the Said Flat on being intimated by OWNER/BUILDER/VENDOR, for being delayed in payment of outstanding consideration amount, maintenance deposit amount and/or GST amount to the Government, as payment of this entire amount shall be the precondition before taking possession of the Said Flat, before executing the Sale Deed.

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

**ADDRESS OF THE PURCHASER**

**MR/MRS/MS. ....**

Resident of ....., .....,  
..... Goa

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

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

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

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

#### **9. MAINTENANCE**

THE OWNER/BUILDER/VENDOR shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by Village ..... Goa, subject to below mentioned terms and conditions:-

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

maintenance services with prior written intimation for such purpose by the OWNER/BUILDER/VENDOR.

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

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

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

**(e)** If the OWNER/BUILDER/VENDOR decides to hand over the entire responsibility of maintenance of the building to the Maintenance Society then in such event the OWNER/BUILDER/VENDOR shall assist the FLAT OWNERS of the building for formation of Maintenance Society and all the FLAT OWNERS shall co-operate for the same and shall sign all documents, applications, forms, affidavits, declarations as required for such formation.

**(f)** That on completion of 10 years of providing Maintenance Services by the OWNER/BUILDER/VENDOR, above amount of Rs...../- (Rupees ..... Only) collected from each Flat Owners shall become non-refundable.



**(g)** That Life time maintenance period with respect to amenities and services provided by the OWNER/BUILDER/VENDOR shall be 25 years.

**(h)** If the OWNER/BUILDER/VENDOR does not receive the maintenance amount with respect to the Said Flat from the PURCHASER, on issue of Occupancy Certificate by Village Panchayat, the OWNER/BUILDER /VENDOR reserves the right to withhold the release of water connection to SAID FLAT, until the payment of maintenance deposit.

**(i)** During the period of Life time maintenance being carried out by OWNER/BUILDER/VENDOR, the PURCHASER having any maintenance related issues, shall be taken into consideration only if the same is in writing, signed and presented for deciding by majority of the flat owners to OWNER/BUILDER /VENDOR. Any issues presented by the PURCHASER without majority of the flat owners approving it in writing, shall not be considered as issue of general interest or concern.

**(j)** The PURCHASER undertakes to coordinate with OWNER/BUILDER /VENDOR and with his neighboring flat owners while the OWNER/BUILDER /VENDOR undertakes to carry out repair work with respect to the Said Flat or with respect to the neighbors' flat wherein there is connectivity in the two flats. e.g in case of any leakage in the toilet below the Said Flat, which leakage is generated from the Said Flat, the PURCHASER shall allow the Maintenance team of OWNER/BUILDER/VENDOR to enter the Said Flat, on being intimated to him in writing, in advance, so as to expeditiously repairs the said leakage.

**(k)** The prevailing Maintenance Deposit amount is finalized as approximate Rs...../-(Rupees ..... Lakhs Only) which is subject to actual Maintenance Deposit amount that will be finalized on receipt of Occupancy Certificate from the Village Panchayat, as at the time of handing over of possession, there may be increase or decrease in the cost of maintenance. In such case maintenance deposit amount may vary accordingly and the Purchasers of flats in the said proposed project shall abide by the same and will have to pay the Maintenance Deposit amount actually prevailing at that time, before taking possession of their respective flat/unit.

#### **10. WARRANTY (APPLICABLE ON FULLY FURNISHED FLATS)**

The OWNER/BUILDER/VENDOR provides Five Years Warranty on equipments provided for fully furnished flats from the date of issue of Occupancy Certificate by Village Panchayat, which is described more fully in a separate warranty card/letter head provided to the PURCHASERS at the time of execution of present Sale Deed. Said Warranty Card/Letter Head shall be non-transferable to third party; however, any

third party may approach the OWNER/ BUILDER/VENDOR for availing such Warranty on such terms and conditions as will be set out by the OWNER/BUILDER /VENDOR. Moreover, if the PURCHASERS decides to rent their flat to Third Party, in such case, PURCHASERS shall give prior written intimation of the same to the OWNER/BUILDER/VENDOR so as to protect their FLAT WARRANTY and to enable OWNER/BUILDER/VENDOR to explain the Warranty and Maintenance process to their Lessee which shall be explained by the Warranty Department of OWNER/BUILDER/VENDOR. In case if PURCHASERS fail to intimate the OWNER/BUILDER/VENDOR of the same, in that case the Flat Warranty of the PURCHASERS shall stand automatically cancelled and OWNER/ BUILDER/VENDOR shall not be responsible to adhere to Warranty calls and complaints received from the said Lessee or PURCHASERS. The total Warranty period provided by the OWNER/BUILDER/VENDOR shall not extend beyond the five years from the date of issuance of Occupancy Certificate from the Village Panchayat.

#### **11. FORMATION OF ENTITY**

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

**(b)** The FLAT OWNERS hereby agrees and undertakes to be a member of ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY/Maintenance Society in the Project name and hand over to the OWNER/BUILDER /VENDOR the same within 10(ten) days of the same being intimated by the OWNER/BUILDER /VENDOR to the FLAT OWNERS.

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

**(d)** The OWNER/BUILDER/VENDOR shall assist the FLAT OWNERS in formation of the ENTITY, however, the costs, charges, expenses including stamp duty, registration charges and other expenses in connection with preparation, execution and registration of the deed of conveyance or for the formation of the ENTITY shall be borne by all the FLAT

OWNERS in such proportions as may be divided by the OWNER/BUILDER/VENDOR or the ENTITY.

## **12. CHANGES**

**a.** In case if the Purchasers are desirous of carrying out any additions, alterations or internal changes to the SAID FLATS/UNIT to be allotted to them, they shall intimate in writing to the OWNER/BUILDER /VENDOR about the same well in advance and if the changes are within the purview of building rules and regulations and are possible to be done by the OWNER/BUILDER /VENDOR after considering stage of construction of the Building, the OWNER/BUILDER /VENDOR shall carry out such work/changes provided the OWNERS pays in advance, the extra cost in respect thereof, as per the rates quoted by the OWNER/BUILDER /VENDOR and accepted by the Purchaser.

**b.** The Purchasers shall not, under any circumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the OWNER/BUILDER /VENDOR. The PURCHASERS shall also not be entitled to make any external changes to the flats/Unit allotted or purchased that will affect the uniformities of the building with respect to its look, colour, grills etc. If the PURCHASERS violate this provision then the cost of restoration shall be paid by them to the OWNER/BUILDER /VENDOR.

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

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

**14.** The PURCHASERS shall bear and pay all the costs towards, stamp papers and registration charges and GST and other incidental costs and expenses for the purpose of the conveyance to be made in favour of the PURCHASERS.

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

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

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

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

**18.** The PURCHASER shall not at any time ask for Partition and/or division of the undivided share in the said property and shall enjoy and possess the undivided share in the Said Property corresponding to the SAID FLAT. The PURCHASER shall not claim or demand any right over the spaces or areas adjacent to the SAID FLAT and such extra spaces and areas shall always be the property of the OWNER/BUILDER/VENDOR.

**19.** The PURCHASERS also agree that the OWNER/BUILDER/VENDOR shall be entitled in their absolute discretion to make any reservation in respect of the benefit of any increase in FSI/FAR or any part thereof at any time during the construction of the said project, in its favour and the PURCHASERS shall not object thereto in any manner. It is further specifically agreed and understood that any benefit of increase in FAR/FSI in respect of the said land shall accrue and belong to the OWNER/BUILDER/VENDOR before execution of Sale Deed/Conveyance Deed in respect of the each Flat in favour of the respective PURCHASERS. The OWNER/BUILDER/VENDOR shall bear all the cost towards approvals, permissions and construction cost of the additional construction and shall be entitled to accordingly carry out any additional construction on the said land making use of such increased FAR/FSI and the PURCHASERS shall not in any manner object thereof even if due to such additional construction any open area is used for such additional construction or the locations thereof are changed or entire plans modified in any manner as desired by the OWNER/BUILDER /VENDOR, subject to the condition that the said additional construction shall not affect the rights of the PURCHASERS or shall not create any encumbrances on the SAID FLAT and shall not adversely affect the construction of the SAID FLAT.

**20.** That the Confirming Party do hereby confirms to the terms and condition of the present Agreement for Sale.

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

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

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

**24.** The possession of the SAID FLAT has not been handed over to the PURCHASER and shall be handed over on obtaining Occupancy Certificate at the time of execution of Deed of Sale with respect to the SAID FLAT, however, on payment of total consideration amount by the PURCHASER to the OWNER/BUILDER/VENDOR, together with Maintenance amount and the GST amount payable to the Government.

**25.** Consideration of the SAID FLAT is **Rs...../-(Rupees ..... Only)**, which is the present fair market value of the said flat and accordingly stamp duty of .....% amounting to Rs...../-(Rupees ..... Only) is paid herewith, and borne by the PURCHASER.

**26.** That the parties to this deed hereby declare that the Said Flat in transaction does not belong to Schedule Castes or Schedule Tribes pursuant to Notification No: RD/LND/LRC/318/77 dated 21.08.1978.

#### **SCHEDULE -I**

##### **(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT Property ..... Goa and bounded as under:

North: .....

South: .....

East: .....

West: .....

#### **SCHEDULE – II**

##### **(DESCRIPTION OF THE SAID FLAT)**

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

**SCHEDULE – III**  
**(BRIEF DESCRIPTION AND SPECIFICATION OF FLATS/UNITS)**

.....

**SCHEDULE-IV**  
**PAYMENT SCHEDULE**

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

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

**SIGNED, SEALED AND DELIVERED**  
**by the within named the “BUILDER/VENDOR”**

\_\_\_\_\_

.....

L. H. T. I.

R. H. T. I.

\_\_\_\_\_

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**SIGNED, SEALED AND DELIVERED**  
**by the within named the OWNER**

\_\_\_\_\_

**MR.**.....

L. H. T. I.

R. H. T. I.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_

**MR.**.....

L. H. T. I.

R. H. T. I.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WITNESSES:-

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

\_\_\_\_\_



2. NAME :-

FATHER'S NAME :-

AGE :-

MARITAL STATUS :-

OCCUPATION :-

ADDRESS :-

SIGNATURE :- \_\_\_\_\_