

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at _____ on this ____ day of _____ 202____.

BETWEEN

Age. About _____ years, Occupation: _____
Pan: _____
Residing: _____

Hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof shall mean and include the said Firm, its present and future partners and their heirs, its executors, administrators and assigns) PARTY OF THE FIRST PART.

AND

Mr./Mrs./M/s. _____,
Age ___ years, Occ:
PAN : _____,

Mr./Mrs. M/s. _____,
Age___ years, Occ:
PAN : _____,
residing at _____

Indian National & Inhabitant and hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

..... PARTY OF THE SECOND PART

A. DISCRPTION OF THE LAND AND TITLE OF THE LAND: -

All that piece and parcel the property bearing S. No. _____, Hissa No.____ Part admeasuring about _____H. _____ R. i.e. _____ Sq.mtrs out of sanction lay out area about _____ H _____ Ares and out of totally admeasuring about _____ Ares, land, situated at Village _____, within the registration District _____, Sub-Registration District _____ Tal- _____ District- _____ and within

the limits of _____, which is more particularly described in the **SCHEDULE-I** hereunder written and hereinafter referred to as a “Said Project Land”.

That the said land was originally jointly owned by _____,

AND WHEREAS, the said owner _____.

AND WHEREAS, _____.

AND WHEREAS the Promoters are entitled and authorized to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) having (here specify number of Basements, / /podiums/stilt and upper floors);

AND WHEREAS the Allottee has agreed to purchase an Apartment bearing number on the floor, (herein after referred to as the said “Apartment”) in the..... wing of the Building called (herein after referred to as the said “Building”) being constructed in the phase of the said project, by the Promoter;

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..... 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 building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments 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 project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs 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 Certificate 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 project land on which the Apartments 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 buildings 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 Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have 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/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 Promoter 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 Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Promoter for purchase of an Apartment No. onfloor in wing situated in the building No. being constructed in the phase of the said Project;

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

The carpet area of the Apartment in the Project shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents, the Allottee 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 (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 Promoter is required to execute a written Agreement for sale of said Apartment 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 Promoters/ Owner hereby agree to sell and the Allottee/s 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 Promoter shall construct the said building/s consisting of basement and ground/stilt/ /..... podiums, and upper 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment 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 Apartment No. of the type of carpet area admeasuring sq. Metres. The apartment shall also have an exclusive carpet area of balcony ofsqmts with an exclusive terrace area..... sqmts if any, on floor in the building (hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos situated at Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. /

1(b) The total aggregate consideration amount for the apartment 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. (Rupees only) (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. (Rupees) 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 building or wing in which the said Apartment is located or onwhichever is earlier.

iii. Amount of Rs./- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment 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 Apartment.

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 Apartment.

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, terraces with waterproofing, of the building or wing in which the said Apartment 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 building or wing in which the said Apartment is located.

viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties.

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 [Apartment/Plot].

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 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 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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 clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

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 Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

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 [Apartment/Plot] 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 allottees have paid all the

consideration and other sums due and payable to the promoters 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 project land is square meters only and Promoter has planned to utilize Floor area ratio of by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the 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 Promoter) 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 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 standard flooring and sanitary fittings and amenities to be provided by the Promoters/ Owner in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

6. The Promoters/ Owner shall give possession of the Apartment to the Allottee/s on or before __/___/____. If the Promoters/ Owner fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters/ Owner shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters/ Owner received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters/ Owner shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid

date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.

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 [Apartment/Plot], 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 [Apartment/Plot] 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 Project.

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] 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 Apartment to the Allottee, the Allottee brings to the notice of the Promoter 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 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 allottees 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 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/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/showroom/shop/godown for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.
9. The Allottee along with other allottee(s)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 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 byelaws 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 Apartment 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 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 Society or Limited Company is formed and 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 contribution of Rs. per month 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. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises 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 charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.
- (vii) Rs. as legal charges.
- (viii) Rs. as infrastructure Tax.
- (ix) Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
- (x) Rs. as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoters/ Owner a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters/ Owner in connection with formation of the said Condominium, Society, or Limited Company, or Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the buildings or wing of the building, the Allottee/s shall pay to the Promoters/ Owner, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and

registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/ OWNER

The Promoters/ Owner hereby represents and warrant to the Allottee as follows:

- i. The Promoters/ Owner has clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters/ Owner 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 Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing 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 Promoters/ Owner have 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;

- vi. The Promoters/ Owner has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoters/ Owner have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoters/ Owner confirm that the Promoters/ Owner are not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure of each Part to the association of allottees the Promoters/ Owner shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees of such Part;
- x. The Promoters/ Owner have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance,

order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoters/ Owner in respect of the said 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 Apartment may come, hereby covenants with the Promoters/ Owner as follows: -

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of 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 or staircase or any passages which may be against the rules, regulations or bye-laws 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.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or 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 Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same

condition, state and order in which it was delivered by the Promoters/ Owner to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Apartment Allottee/s with the written consent and the supervision of the Promoters/ Owner 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 Allottee/s committing any act in contravention of the above provision, the Allottee/s 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 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 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 Promoters/ Owner and/or the Society or the Limited Company or Condominium of Unit Holders.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project 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.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land and the building in which the Apartment is situated.
- vii. Pay to the Promoters/ Owner within fifteen days of demand by the Promoters/ Owner, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Apartment is situated. Such deposits will lie with the Promoters/ Owner interest free for the utilization of above purposes.
- viii. To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters/ Owner.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoters/ Owner under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, 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 Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society / Limited Company / Apex Body regarding the occupation 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.

15. The Promoters/ Owner shall maintain a separate account in respect of sums received by the Promoters/ Owner from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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 Apartments and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters/ Owner until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Project Land is transferred to the Apex Body as hereinbefore mentioned.

17. PROMOTERS/ OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters/ Owner execute this Agreement, he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the

Allottee/s who has taken or agreed to take such Apartment.

18. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoters/ Owner do not create a binding obligation on the part of the Promoters/ Owner or the Allottee/s until, firstly, the Allottee/s sign/s 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 Promoters/ Owner. If the Allottee(s) fails to execute and deliver to the Promoters/ Owners 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 Promoters/ Owner, then the Promoters/ Owner shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) 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 undertakings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard of the same flat/ shop/office as the case may be.

20. RIGHT TO AMEND:

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Apartments, in case of a transfer, as the said obligations go along with the Apartment 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/s has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

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 completed only upon its execution by the Promoters/ Owner through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters/ Owner and the Allottee/s, after the Agreement is duly executed by the Allottee/s and the Promoters/ Owner 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 Promoters/ Owner shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters/ Owner will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/s and the Promoters/ Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters/ Owner by Registered Post A. D. or notified Email ID/Under Certificate of Posting at their respective addresses mentioned above.

It shall be the duty of the Allottee and the Promoters/ Owner 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 Promoters/ Owner or the Allottee/s, as the case may be.

28. JOINT ALLOTTEES:

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

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, which shall be referred to the RERA 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 OF PROPERTY
(Description of the Property)

All that piece and parcel the property bearing S. No. _____, Hissa No. _____ admeasuring about _____ Sq.Mtr. out of sanction lay out area about _____ Ares and out of totally admeasuring about _____ Ares, land, situated at Village _____, within the registration District _____, Sub-Registration District _____ Tal-Haveli District- _____ and within the limits of _____, and within the registration of Sub Registrar, _____ and which is bounded as under-

On North : By _____
On South : By _____
On East : By _____
On West : By _____

(DESCRIPTION OF THE SAID APARTMENT)

Apartment / Unit No. _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor in the building _____ of the project known as “_____” along with the usable floor area of the enclosed balcony admeasuring _____sq. mtrs. Usable floor area of the attached

exclusive balcony admeasuring _____ sq. mtrs. and attached exclusive terrace admeasuring _____ sq. mtrs. and along with allocated right of use of car parking space/s No. _____ admeasuring area _____ Sq. Mtrs. situate on the land described in Schedule here in above.

SCHEDULE 'III'

(Description of 'the Common areas, amenities and facilities of the said project')

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

_____	[THE PROMOTER]
<u>Signature</u>	
<u>Thumb</u>	

_____	[THE ALLOTTEE/S]
<u>Signature</u>	
<u>Thumb</u>	

_____	[THE ALLOTTEE/S]
<u>Signature</u>	
<u>Thumb</u>	

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WITNESSES:

- 1.
- 2.

ANNEXURE -A

Name of the Attorney at Law/Advocate,

Address :

Date :

No. :

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated ____ day of _____ 20____

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE B

(Authenticated copies of Property Card or extract Village Forms D or any other revenue record showing nature of the title of the Owner/Promoters/ Owner to the said Project Land).

ANNEXURE C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the Building as proposed by the Promoters/ Owner and according to which the construction of the building and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee, as proposed by the concerned local authority)

ANNEXURE E

The Specification and amenities herein are agreed to be provided by the Promoters for the Apartment

ANNEXURE F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

RECEIPT

Received of and from the Allottee above named the sum of Rs. _____/-
(Rupees _____ only) on execution of this agreement towards Earnest Money Deposit or application fee.

We/I say received.

The Promoter/s.