

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Ponda and Registration Sub-District of Ponda, State of Goa, on this ..... day of ----- in the year two thousand twenty (-----/---2020), within the registration Sub District and taluka Ponda, District of South Goa, State of Goa,

**B E T W E E N**

**(1) M/S.** Swarajya Buildcon, PAN Card bearing No.ADTFS7164B , Mobile.: 9823564334, Email ID.: swarajyabuildcongoa@gmail.com , having its office at Radhanath near LIC building, Ponda Goa, hereinafter called the **“BUILDER/VENDOR”** (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its, legal, representatives, executors, administrators and assigns) of the FIRST PART.

**A N D**

**(2) SHRI.** \_\_\_\_\_, son of \_\_\_\_\_, aged \_\_\_ years, married, Service, holding PAN Card No.: \_\_\_\_\_, Aadhaar card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, Email ID.:\_\_\_\_\_, \_\_\_\_\_, daughter of \_\_\_\_\_, Email ID.:\_\_\_\_\_, Indian National, residing at \_\_\_\_\_, Ponda, Goa 403401, hereinafter called the **“PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include their heirs, legal representatives, executors, administrators and assigns) of the SECOND PART.

**WHEREAS** there exists a part and parcel of land identified as **‘GORBATTA’** also as **‘CORPEABANDO’** admeasuring an total area of 28630 m2 & forming two distinct and separate entities one surveyed under new Survey No. 209/1-A of village Ponda admeasuring 21130 Sq.mts. & another surveyed under new Survey No. 209/1-B of village Ponda admeasuring 7500 Sq.mts. and hereinafter referred to as THE SAID PROPERTY and located within the limits of Ponda Municipal Council, previously within Queula village & which property is forming part of the larger property registered in the Land –Registrar Ilhas under no.1025 at page no.475 of Book B-12 Old & bearing Matriz Nos.417, 419 & 420 of the taluka Revenue Office at Ponda and surveyed under new survey No.209/0 & renumbered as 209/1 of Revenue village Ponda which property is hereinafter referred to as the SAID ENTIRE PROPERTY.

**AND WHEREAS** the Builder/Vendor are the sole and exclusive Owners in possession of the Said Property having purchased the same vide the Deed of Sale dated 10/10/2018& registered in the office of the sub registrar Ponda under no.PON-BK1-01570-2018 at of book 1 CD Number POND4.

**AND WHEREAS** on 24/05/2013, the Builder/Vendor obtained Sanad under no.RB/CNV/PON/COLL/04/2012 dated 24/05/2013 for conversion certificate issued by the office of Add. Collector North Goa District, Panaji-Goa in respect of an area 640 m2

forming part of Survey No. 89/1 of village Ponda which Survey Number has a total area of 640m<sup>2</sup>.

**AND WHEREAS** the Builder/Vendor has proposed to undertake construction of buildings in the said property in several phases and has started construction of phase I.

**AND WHEREAS** on 16/09/2019 the Builder/Vendor obtained Construction License from the Ponda Municipal Council, Ponda- Goa Construction License No. VP/QUE/PON/834/2019 dated 16/09/2019.

**AND WHEREAS** the Builder/Vendor Party has obtained renewal of aforesaid Construction Permission bearing license No. \_\_\_\_\_ dated \_\_/\_\_/\_\_.

**AND WHEREAS** the Builder/Vendor designed plans of the buildings duly approved by South Goa Planning & Development Authority approval letter No. SGPDA/TPP/498/QUELA/89/1/2019/1047 dtd. 12/03/2019.

**AND WHEREAS** the Office of the Goa State Pollution Control Board, South Goa District Office, Margao -Goa, has issued an Order for Consent to Establish under S. 26 of the Water (Prevention and Control Of Pollution) Act of 1974 and S.21 of the Air (Prevention and Control of Pollution) Act of 1981, for the installation of sewage treatment plant in pursuance of above development to the Builder/Developer herein, dated 25/03/2019 under no.PHC/PON/NOC/18-19.

**AND WHEREAS** the Goa State Environment Impact Assessment Authority, Goa has granted the Environmental Clearance (EC) for the proposed residential complex vide No.\_\_\_\_\_, dated \_\_/\_\_/\_\_.

**AND WHEREAS** the Office of the PWD Daag-Ponda-Goa issued NOC for water under No.\_\_\_\_\_ DATED \_\_/\_\_/\_\_.

**AND WHEREAS** the Office of the South Goa Planning & Development Authority, issued NOC for cutting/filing of land approval letter No. SGPDA/\_\_\_\_\_ dated \_\_/\_\_/\_\_.

**AND WHEREAS** the Office of the Primary Health Center, Ponda-Goa issued NOC for construction approval letter no. PHC/PON/NOC/18-19 dated 25/03/2019

**AND WHEREAS** the Office of the Directorate of Fire & Emergency Services, Panaji-Goa issued NOC under No. \_\_\_\_\_ DATED \_\_/\_\_/\_\_ for Building No. \_\_\_\_.

**AND WHEREAS** Mr.Raunak Parodkar, Architect, having No.CA/2016/79804 has issued a Estimate for construction of a Residential Building in the above Survey No. 89/1.

**AND WHEREAS** the Sub Registrar of Ilhas- Goa has issued a Nil Encumbrance Certificate for the above Survey No.\_\_\_\_, Ilhas, under Certificate No.\_\_\_\_ of 2020 dated \_\_/\_\_/2020.

**AND WHEREAS** the Builder/Vendor has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the

Builder/Vendor accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** by virtue of the above deeds of conveyance executed the Builder/Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Builder/Developer on the project land and to enter into Agreement/s with the purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof.

**AND WHEREAS** the Builder/Vendor has since started the execution of construction of the Buildings in the proposed complex named as **“SWARAJYA GREENS”** to be constructed in the said property.

**AND WHEREAS** the Builder/Vendor has opened the plans for sale on ownership basis, the residential apartments in the proposed complex named as **“SWARAJYA GREENS”** to be constructed in the said property.

**AND WHEREAS** on demand from the purchaser, the Builder/Developer has given inspection to the Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder/Vendor's Architects Soares & Associates through Mr Raunak Parodkar 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 there under; and the allottee has acknowledged the receipt of the same.

**AND WHEREAS** the authenticated copies of Certificate of Title issued by Adv.Pranav.P.Tendolkar , Tendolkars, Upper Bazar, Ponda-Goa dated \_\_/\_\_/\_\_ showing the nature of the title of the Builder/Vendor 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 Builder/Vendor 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 Purchaser, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

**AND WHEREAS** the Builder/Vendor 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, if any 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 local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Builder/Vendor 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 local authority.

**AND WHEREAS** the Builder/Vendor has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

**AND WHEREAS** the Purchaser approached Builder/Vendor to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential Apartment/ **Flat bearing No.101**, situated on the **First Floor** admeasuring an area of **91.16 square mtrs.**, in the complex named **“SWARAJYA GREENS”** on ownership basis, hereinafter the flat is referred to as **“THE SAID FLAT/APARTMENT”** described in the **Schedule-II** hereunder written and shown in the plan annexed at/for a total price of **Rs.\_\_\_\_\_ /-(Rupees \_\_\_\_ only)** inclusive of GST and the Builder/Vendor has agreed to construct the same for the Purchaser and the parties have accordingly agreed on the following terms and conditions.

**AND WHEREAS** the carpet area of the said Apartment is **76.04square meters** and "carpet area" means 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 Purchaser or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser, 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 Purchaser has paid to the Builder/Vendor a sum of Rs.\_\_\_\_\_ /- (Rupees\_\_\_\_\_ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Builder/Vendor to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Builder/Vendor both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Builder/Vendor the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, the Builder/Vendor has register the Project under the provisions of the Real Estate (Regulation &Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no.\_\_\_\_\_;

**AND WHEREAS** under section 13 of the said Act the Builder/Vendor is required to execute a written Agreement for sale of said Apartment with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Builder/Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and the parking space.

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

**1.** The Builder/Vendor shall construct in phase I the said building/s consisting of ground and 4 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Builder/Vendor 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.

**1.a** (i) The Purchaser hereby agrees to purchase from the Builder/Vendor and the Builder/Vendor hereby agrees to sell to the Purchaser **Apartment Flat No.101** of carpet area admeasuring **76.04sq. metres**. The apartment shall also have an exclusive carpet area of balcony of **20.56 sq. metres** on first floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for a total consideration of **Rs.\_\_\_\_\_ /-** which includes the parking in basement/stilt and proportionate incidence of the 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) Parking allotted to said unit is exclusive / dedicated parking, single parking only and the dedicated parking is completely occupied.

(iii) The units which have been allotted parking will be sold/allotted with the unit apartment for resale. Also, during resale of the said unit to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the buyer/purchaser along with the said unit.

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus **Rs.\_\_\_\_\_/-**.

1(c)(i) The above said sum of **Rs.\_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)**, includes the cost of the construction of the said unit and also the cost of the customized amenities in the said unit as per the unit holder's requirement and the parking area. It is clarified that while

above said sum does not include any price/cost of the rights to the Terrace and of terrace is retained only by the Builder/Vendor. For the purpose of Registration and stamp duty, the value is considered as **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)**, as market value.

1(c)(ii) If the purchaser commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. III and/or in observing and performing any of the terms and conditions of this Agreement, the Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/Vendor shall, however, on such termination, refund to the purchaser the amounts, if any, which may have till then been paid by the purchaser to the Builder/Vendor, after forfeiting an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) without any further amount by way of interest or otherwise.

However the builder/vendor may, in its own discretion and not as a matter of right of purchaser, extend the time for payment of amount which has remained unpaid alongwith interest thereon @ 15% per annum with monthly rest.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder/Vendor by way of Infrastructure tax or any other taxes which may be levied and payable in connection with the construction of and carrying out the Project payable by the Builder/Vendor) up to the date of handing over the possession of the Apartment.

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/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builder/Vendor 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 Builder/Vendor 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.

1(f) The Builder/Vendor may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Builder/Vendor.

1(g) The Builder/Vendor 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/Vendor. If there is any reduction in the carpet area within the defined limit then Builder/Vendor

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 Builder/Vendor 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 Clause 1(a) of this Agreement.

1(h) The purchaser agrees to pay the Builder/ Vendor Rs.\_\_\_\_\_ /- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.

1(i) The purchaser agrees to pay the Builder/ Vendor Rs.\_\_\_\_\_ /- as a non refundable amount towards legal charges and besides the said amount the purchaser shall bear the costs towards stamp duty, registration charges and all other levies as may be payable to the Govt. or local Authority for registration of any document.

1(j) The Purchaser authorizes the Builder/Vendor 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 Builder/Vendor may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Builder/Vendor to adjust his payments in any manner.

2.1 The Builder/Vendor 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.

2.2 Time is essence for the Builder/Vendor as well as the Purchaser. The Builder/Vendor 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 purchasers 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 Builder/Vendors as per the agreement. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Builder/Vendor as provided in clause 1 (c) herein above.

3. The Builder/Vendor hereby declares that the Floor Area Ratio available as on date in respect of the project land is \_\_\_\_\_ square meters only and Builder/Vendor has planned to utilize Floor Area Ratio by availing of Transfer of Developmental Right (TDR) or Floor Area Ratio (FAR) available on payment of premiums or FAR available as incentive by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FAR which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Builder/Vendor has disclosed the proposed to be utilized by him on the said property in the said complex and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Builder/Vendor by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to Builder/Vendor only.

4.1 If the Builder/Vendor fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Builder/Vendor 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 Builder/Vendor, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser to the Builder/Vendor under the terms of this Agreement from the date the said amount is payable by the purchaser(s) to the Builder/Vendor.

4.2 Without prejudice to the right of Builder/Vendor to charge interest in terms of sub clause (4.1) above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Builder/Vendor under this Agreement (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 installments, the Builder/Vendor shall at his own option, may terminate this Agreement: Provided that, Builder/Vendor 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 Builder/Vendor within the period of notice then at the end of such notice period, Builder/Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Builder/Vendor shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builder/Vendor) within a period of sixty days of the termination, the installments of sale

Consideration of the Apartment which may till then have been paid by the Purchaser to the Builder/Vendor and the Builder/Vendor shall not be liable to pay to the Purchaser any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Builder/Vendor in the said building and the Apartment as are set out in Annexure, annexed hereto.

6. The Builder/Vendor shall give possession of the Apartment to the Purchaser on or before <sup>st</sup> day \_\_\_\_\_ of 2020. If the Builder/Vendor 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 Builder/Vendor 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 (4.1) herein above from the date the Builder/Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builder/Vendor 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.

(iii) Non availability of building material.

7.1(A) Procedure for taking possession - The Builder/Vendor, 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 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 Builder/Vendor shall give possession of the Apartment to the Purchaser. The Builder/Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder/Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Builder/Vendor or association of purchasers, as the case may be. The Builder/Vendor on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

(B) Transfer charges are applicable at the rate of Rs.200/- sq.mt. of the carpet area. Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the Builder only.

7.2 The Purchaser shall take possession of the Apartment within 15 days of the written notice from the Builder/Vendor to the Purchaser intimating that the said Apartments are ready for use and occupancy after the execution of the sale deed.

7.3 Failure of Purchaser to take Possession of Apartment upon receiving a written intimation from the Builder/Vendor as per clause (7.1), the Purchaser shall take possession of the Apartment from the Builder/Vendor by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Builder/Vendor shall give possession of the Apartment to the purchaser. In case the Purchaser fails to take possession within the time provided in clause (7.2), 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.

7.4 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 Builder/Vendor 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 Builder/Vendor 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 Builder/Vendor, 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 Builder/Vendor shall not be liable to rectify or pay compensation. But the Builder/Vendor 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 Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. 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 Builder/Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builder/Vendor within seven days of the same being forwarded by the Builder/Vendor to the Purchaser,

so as to enable the Builder/Vendor 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.

9.1 Within 15 days after notice in writing is given by the Builder/Vendor 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/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 Builder/Vendor such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Builder/Vendor provisional yearly contribution of Rs./- per annum towards the outgoings. The Purchaser 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 Purchaser shall be regarded as the default on the part of the Purchaser and shall entitle the Builder/Vendor to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Builder/Vendor, 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 deposit towards one year advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (iv) Connection charges of Water & Electricity as is levied by Authority.
- (v) Rs.- as legal charges.
- (vi) Rs.- as infrastructure Tax.
- (vii) Rs.- as Maintenance Deposit and corpus fund

(viii) Stamp Duty and Registration Charges at actuals to be paid on completion construction and before taking possession of the premises and execution of sale deed.

11. At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser shall pay to the Builder/Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Purchaser shall pay to the Builder/Vendor, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

## 12. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/VENDOR

The Builder/Vendor hereby represents and warrants to the Purchaser as follows:

- i. The Builder/Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement 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;
- ii. The Builder/Vendor 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 project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the 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 Builder/Vendor 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;
- vi. The Builder/Vendor 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;
- vii. The Builder/Vendor 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;

viii. The Builder/Vendor confirms that the Builder/Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of purchasers the Builder/Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. The Builder/Vendor 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.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder/Vendor in respect of the project land and/or the Project except those disclosed in the title report.

13. The Builder/Vendor shall maintain a separate account in respect of sums received by the Builder/Vendor from the Purchaser 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.

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

i. 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 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 Purchaser in this behalf, the Purchaser 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 Builder/Vendor 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.

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 tenable 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, Partis or other structural members in the Apartment without the prior written permission of the Builder/Vendor and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the 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 project land and the building in which the Apartment is situated.

vii. Pay to the Builder/Vendor within fifteen days of demand by the Builder/Vendor, 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.

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

ix. 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 Builder/Vendor under this Agreement are fully paid up.

x. 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.

15. 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/Vendor until sold/allotted.

**16. BUILDER/VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Builder/Vendor executes this Agreement he shall not mortgage or create a charge on the Apartment / Plot 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.

**17. BINDING EFFECT**

Forwarding this Agreement to the Purchaser by the Builder/Vendor does not create a binding obligation on the part of the Builder/Vendor 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 Builder/Vendor. If the Purchaser(s) fails to execute and deliver to the Builder/Vendor 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 Builder/Vendor, then the Builder/Vendor 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.

#### 18. ENTIRE AGREEMENT

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

#### 19. RIGHT TO AMEND

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

#### 20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

#### 21. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

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 and verandas shall be added to carpet area of respective purchasers.

#### 23. FURTHER ASSURANCES

(i) 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.

(ii) The purchaser do hereby understand and confirm that the builder/vendor is undertaking the construction in several phases as per its choice and requirements and that the purchaser shall not seek partition of any part of the said property. The purchaser shall also not object for the builder/vendor to undertake any further construction in the said property and this agreement shall be deemed as a consent/NOC for undertaking further construction as and when required.

#### 24. PLACE OF EXECUTION

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

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

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

Name of Purchaser: **SHRI.** \_\_\_\_\_.

(Purchaser's Address): \_\_\_\_\_,

Notified Email ID: \_\_\_\_\_

M/s Builder/Vendor name:

**M/S SWARAJYA BUILDCON** through

having its office at Radhanath near Chinmay Ashram Khadpabandh, Ponda Goa,

Notified Email ID: swarajyabuildcongoa@gmail.com.

It shall be the duty of the Purchaser and the Builder/Vendor 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 Builder/Vendor or the Purchaser, as the case may be.

## 27. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Builder/Vendor 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.

28. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the purchaser and shall be payable on completion of construction and before taking the possession.

29. Dispute Resolution:- 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, there under.

## 30. 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.

**AND WHEREAS** the vendor/ developer is not receiving more than 10% of consideration amount till the said agreement is duly registered.

### **SCHEDULE- I**

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

### **SCHEDULE - II**

#### **(Description of the Flat)**

### **SCHEDULE -III**

#### **(MODE OF PAYMENT)**

#### **MODE OF PAYMENT**

On booking & signing	10%
On Completion of Plinth	10%
On Completion of Ground/Stilt Floor Slab	08%
On Completion of 1 <sup>st</sup> slab	08%
On Completion of 2 <sup>nd</sup> slab	08%
On Completion of 3 <sup>rd</sup> slab	08%
On Completion of 4 <sup>th</sup> slab	08%
On Completion of 5 <sup>th</sup> slab	08%
On Completion of Roof slab	08%

On Commencement of Masonry	06%
On Commencement of Electrical Wiring	03%
On Commencement of Plaster	05%
On Commencement of Plumbing	04%
On Commencement of Tiling	04%
On Handing over	02%
<b>TOTAL</b>	<b>100%</b>

**SCHEDULE - IV**  
**(Specification of the said flat)**

**SPECIFICATIONS**

**1) STRUCTURE:**

**2) WALLS:**

**3) FLOORING:**

**4) FITTINGS:**

**5) A – INTERNAL FINISHES:**

**B – EXTERNAL FINISHERS:**

**6) DOORS:**

**7) WINDOWS:**

**8) ELECTRICAL INSTALLATION:**

**(ACCORDING TO BHK, THE ELECTRICAL PHASE WILL BE .i.e 1/2/3 phase)**

The installation shall be in concealed wiring as follows:

**i) Bedroom:**

**ii) Living/Dining:**

**iii) Kitchen:**

**iv) Toilet:**

**9) WATER TANK:**

**10) AMENITIES:**

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

SIGNED AND DELIVERED BY THE WITHINNAMED **“THE BUILDER/VENDOR”**  
OF THE FIRST PART

\_\_\_\_\_  
**M/S. SWARAJYA BUILDCON**

through its Prop. Mr. \_\_\_\_\_

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(L.H.F.T.)

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(R.H.F.T.)

SIGNED AND DELIVERED BY THE WITHINNAMED PURCHASER OF THE SECOND  
PART

\_\_\_\_\_  
**SHRI.** \_\_\_\_\_

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(L.H.F.T.)

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(R.H.F.T.)

IN PRESENCE OF:

- 1.
- 2.