

AGREEMENT FOR SALE

THIS AGREEMENT made at _____ this _____ day of _____ in the year Two Thousand and _____ Between _____, having address at _____ hereinafter referred to as “the Promoter of the one part and (.....) having address at _____ hereinafter referred to as “the Allottee” (.....) of the other part.

WHEREAS by an Agreement/Conveyance dated day of 20 and executed between of the one part (hereinafter referred to as “the Vendor”) and the Promoter of the other part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. lying and being survey No. Chalta No. at in the survey No./Chalta No. Registration sub-District of admeasuring sq. mts. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as “the project land”).

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the day of 20 made between of the One Part (hereinafter referred to as “the Lessor”) and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of years in respect of a piece or parcel of leasehold land situated at, admeasuring sq.m. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as “ the project land”) at a rent of Rs. per annum/month and on the terms and conditions contained in the said Lease Deed/ /Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned competent authority.

OR

WHEREAS by an Agreement dated day of 20/Power of Attorney dated executed between Shri. (hereinafter referred to as “the Original Owner”) of the One Part and the Promoter of the Other Part (hereinafter referred to as “the Development Agreement”), the Original Owner granted to the Promoter, development rights to the piece or parcel of freehold land lying and being at in the Registration Sub-District of admeasuring sq. mts., or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as “the project land”) and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND

(Also specify

- (i) Any covenants affecting the said property.
- (ii) Any impediments attached to the said property.
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.
- (iv) Details of illegal encroachment on the said property.
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.
- (vi) Details of mortgage or lien or charge on the said property.)

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 Vendors/Lessor/Original Owner/Promoters is in possession of the project land;

AND WHEREAS the Promoters/Vendors has proposed to construct on the project land (here specify number of buildings and wings thereof) _____ having _____ (here specify number of Basements/podiums/Stilts and upper floors);

AND WHEREAS the Allottee have agreed to purchase an Apartment bearing No. ____ 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/Vendor.

AND WHEREAS Promoters/Vendors 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 promoters /Vendors have appointed a structural engineer for the preparation of the structural designed and drawings of the buildings and the promoters/ Vendors accept the professional supervision of the Architect and 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/Vendor has sole and exclusive right to sell the Apartments in the said building/buildings to be constructed by the Promoter/Vendor on the project land and to enter into Agreements/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee the promoters/Vendors have given inspection to the allottee of all the documents of title

relating to the project land and the plans, designs and its specifications prepared by the Promoters /Vendors architect _____ 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 authenticated Copies of Certificate of Title issued by the legal Practitioner of the promoters/Vendors, 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 plan and layout as approved by the concerned competent authority has been annexed hereto;

WHEREAS the authenticated copies of the plan of the layout as proposed by the promoter /first vendor and according to which the construction of the buildings and open spaces are to be provided for, on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and its 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;

WHEREAS the Promoters/Vendors has got some of the approvals from the concerned local authorities to the plan, the specifications, elevation, sections, the said buildings and shall obtain the balance approval if required from various authorities from time to time so as to obtain building completion certificate or occupancy certificate for the said building;

WHEREAS while sanctioning the said plans the concerned local authority laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoters/Vendors for developing the project land and the said building and upon due observance and performance of which only completion or occupancy certificate with respect to the said building/s shall be granted by the concerned local authority.

WHEREAS the promoters /vendors have accordingly commenced the construction of the said building/s in accordance with the proposed plans.

AND WHEREAS the Allottee have approached the Promoter for purchase of Apartment No. _____ on the ____ floor in the Block ____ situated in the building No. _____ being constructed from the on the Promoters/Vendors in 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 _____ sq mtrs;

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 under section 13 of the said Act (the payment and receipt whereof the promoter/Vendor both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters/Vendors the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS, the Promoters/Vendors have registered this Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

AND WHEREAS, under section 13 of the said Act, the promoters/Vendors are required to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908(Central Act 16 of 1908);

In accordance with the terms and conditions set out this Agreement and as mutually agreed upon by and between the Parties, The Promoter/Vendor hereby agrees to sell and the Allottee 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 Promoters/Vendors 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 Promoters/Vendors 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 Promoters/Vendors and the Promoters/Vendors hereby agree to sell to the Allottee, the Apartment No _____ of the type_____ of Carpet Area

admeasuring _____ square meters. The apartment shall also have an exclusive carpet area of balcony of _____ sq mtrs with an exclusive terrace area _____ sq mtrs 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/Vendor and the Promoter/Vendor 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 parking spaces is thus Rs _____/.

1(c) The Allottee has paid on or before execution of this agreement sum of Rs. _____ (Rupee _____ Only) (10% of Total Consideration) as advance payment of application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____ (Rupee _____ Only) 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 on whichever is earlier.

iii. Amount of Rs./- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs 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 Promoters/Vendors by way of Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters/Vendors 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 payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters/Vendors undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Vendors 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 Promoters 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/Vendor.

1(g) The Promoters/Vendors shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy 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 Promoters/Vendors. If there is any reduction in the carpet area within the defined limit then Promoters/Vendors 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 Promoters/Vendors 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 authorize the Promoters/Vendors 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 Promoters/Vendors may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters/Vendors 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 Promoters/Vendors 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 local 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 local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoters/Vendors as well as the Allottee. The Promoters/Vendors shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to the Allottee or the Allottee of other flats paying the installments in time. 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 Promoters/Vendors as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters/Vendors hereby declare that the Floor Space Index available as on date in respect of the project land is _____square meters only and Promoters/Vendors has planned to utilize Floor Space Index of _____ by availing of TDR or FSI 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 Promoters/Vendors have disclosed the Floor Space Index of _____as proposed to be utilized by him on the project land in the said Project and Allottee have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters/Vendors by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoters/Vendors fail to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Promoters/Vendors agree 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 agree to pay to the Promoters/Vendors, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters/Vendors under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters/Vendors.

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 Promoters/Vendors 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 Promoters/Vendors at his own option, may terminate this Agreement:

Provided that, Promoters/Vendors 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 Promoters/Vendors within the period of notice then at the end of such notice period, Promoters/Vendors shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Vendors shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters/Vendors) 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 Promoters/Vendors and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range(if unbranded) to be provided by the Promoters/Vendors in the said building and the Apartment as are set out in Annexure annexed hereto.
6. The Promoters/Vendors shall give possession of the Apartment to the Allottee on or before ____ day of ____ 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the

aforesaid date then the Promoters/Vendors shall be liable on demand to refund to the Allottee 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 Promoters/Vendors received the sum till the date the amounts and interest thereon is repaid and in such a case the Promoters/Vendors shall be free to sell the same to anyone else.

Provided that the Promoters/Vendors 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.

7.1 Procedure for taking possession - The Promoters/Vendors, 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 to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoters/Vendors shall give possession of the Apartment to the Allottee. The Promoters/Vendors agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters/Vendors. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters/Vendors or association of Allottee, as the case may be. The Promoters/Vendors 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 Promoters/Vendors to the Allottee

intimating that the said Apartments are ready for use and occupancy:

- 7.3** Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoters/Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Vendors shall give possession of the Apartment 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 Promoters/Vendors 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 Promoters/Vendors 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 Promoters/Vendors, compensation for such defect in the manner as provided under the Act. In case the allottees carry out work within the apartments after taking possession, resulting in cracks and dampness or any other defects within or to the adjoining apartments then in such an event the Promoter/Vendor shall not be liable to rectify or pay compensation. But the Promoter/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 Allottee 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 Allottee along with other Allottee of Apartment in the building shall join in forming and registering a maintenance society to be known by such name as the Promoters/Vendors 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 Promoters/Vendors within seven days of the same being forwarded by the Promoters/Vendors to the Allottee, so as to enable the Promoters/Vendors 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 association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of

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

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters/Vendors, the following amounts:

- (i) Rs. _____/- (Rupees _____ only) for share money, registration, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____/- (Rupees _____ Only) for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. _____/- (Rupees _____ Only) for proportionate share of taxes and other charges/Levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs. _____/- (Rupees _____Only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body will be collected for a period of 2 years.
- (v) Rs _____/- (Rupees _____ Only) For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs. _____/- (Rupees _____only) for deposits of electrical receiving and Sub Station provided in Layout.

- (vii) Rs_____/- (Rupees _____only) as legal charges.
 - (viii) Rs _____/- (Rupees _____only) as infrastructure Tax.
 - (ix) Rs. _____/- (Rupees _____ Only) as a deposit, (calculated @ Rs. /- per sq. mtr.) to be utilized towards Corpus Fund for the Maintenance works of the building including painting from time to time.
 - (x) Rs_____/- (Rupees _____ only) as Stamp duty and Registration Charges.
11. The Allottee shall pay to the Promoters/Vendors a sum of Rs. _____/- (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter/Vendor in connection with formation of the said Society, or Limited Company or Apex body or Federation and for preparing its rules, regulations and bye-laws.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said 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 PROMOTER

The Promoters/Vendors hereby represents and warrants to the Allottee as follows:

- i. The Promoters/Vendors 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 Promoters/Vendors 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 Promoters/Vendors 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 Promoters/Vendors has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii. The Promoters/Vendors 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 Allottee under this Agreement;
 - viii. The Promoters/Vendors confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee;
 - x. The Promoters/Vendors 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 Promoters/Vendors in respect of the project land and/or the Project except those disclosed in the title report.
- 14.** The Allottee or themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters/Vendors as follows:
- i. To maintain the Apartment at the Allottee 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 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 in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters/Vendors to the Allottee 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 byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the 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 Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the 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 Promoters/Vendors within fifteen days of demand by the Promoters/Vendors, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity 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 Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Apartment or part with the

possession of the Apartment until all the dues payable by the Allottee to the Promoters/Vendors under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the 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/Vendors shall maintain a separate account in respect of sums received by the Promoters/Vendors from the Allottee 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 or of the said Plot and Building or any part thereof. The Allottee 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 promoter until sold/allotted.

17.PROMOTERS/VENDORS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters/Vendors executes this Agreement, the Promoters/Vendors and Land Owners shall not mortgage or create a charge on the land or 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 who has taken or agreed to take such Apartment.

18.BINDING EFFECT

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

19.ENTIRE AGREEMENT

This Agreement, along with its schedules and 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.

20. RIGHT TO AMEND

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

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

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 Allottee of the Apartment, 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 has 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 to the total carpet area of all the Apartment in the Project. For such calculations, areas of exclusive balconies, verandas or terraces shall be added to carpet area of respective allottees.

24.FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25.PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters/Vendors through its authorized signatory at the Promoters/Vendors Office in after the Agreement is duly executed by the Allottee, the Promoters/Vendors and Land Owners or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Office of sub-Registrar, South Goa.

26.The Allottee, Promoters/Vendors and Land Owners shall present this Agreement as well as the conveyance/assignment of sale at the proper registration office of registration within the time limit

prescribed by the Registration Act and the Promoters/Vendors will attend such office and admit execution thereof.

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

Name of Allottee

Address:

Notified Email ID:

M/S Promoters Name

Address:

Notified Email ID:

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoters/Vendors to the Allottees 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 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 will have the jurisdiction for this Agreement

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

Schedule Above Referred to

Schedule

Description of the freehold/leasehold land and all other details along with the boundaries in all four Directions

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

As _____ on _____

In the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

ANNEXURES (as mentioned in agreement)

Received of and from the Allottee above named the sum of Rupees

_____ on execution of this agreement towards Earnest Money
Deposit or application fee.

I say received.

The Promoter/s

