

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed at Panaji, before the Office of the Sub-Registrar of Tiswadi, Taluka Registration and Sub-District of Tiswadi, District of North Goa, State of Goa on this _____ day of the Month of _____ in the year Two Thousand and Twenty _____ (_____);

BETWEEN

I. **M/S MANAS SPACES LLP**, (PAN No. _____), a sole proprietorship concern, having its office at Plot No. _____, herein represented by its Designated Partner, _____, (PAN NO. _____), (AADHAR CARD NO. _____), son of Mr. _____, aged _____ years, married, business, Indian National, residing at Block _____, Email id: _____, Mobile No.+ _____, duly authorized vide Resolution passed at the Directors Meeting held on _____, at the registered Office of the firm, hereinafter referred to as the **"VENDOR/DEVELOPER"**, (which expression shall, wherever the context requires unless repugnant to the meaning thereof, be deemed to mean and include its successors and assigns),
OF THE FIRST PART;

II. **(a) MR.** _____, (PAN No. _____), (AADHAR CARD NO. _____), son of _____, aged _____ years, Occupation _____, married/Single, Indian National/ _____ Nationals, (OCI card No. _____), (Passport No. _____), residing at _____, Contact No. _____, Email ID: _____ and his wife of **(b) MRS.** _____, (PAN No. _____), (AADHAR CARD NO. _____), Daughter Of Mr. _____, age _____ years, Indian National/ _____ Nationals, (OCI card No. _____), (Passport No. _____), residing at _____, hereinafter referred to as the

PURCHASER/ALLOTEE, (which expression shall unless it be repugnant to the context or meaning thereof, mean and include all his heirs, successors, legal representatives and assigns), **OF THE SECOND PART**,

III. M/s. [REDACTED], (PAN Card No. [REDACTED]), a Company incorporated under the Companies Act 1956/2013, having its registered office at [REDACTED]
[REDACTED], herein represented by its Director and Authorized Signatory, **MR.** [REDACTED], (PAN CARD NO. [REDACTED]), (AADHAR CARD NO. [REDACTED]), Son of late [REDACTED], aged [REDACTED] years, Married, in business, Indian National, residing at [REDACTED]
[REDACTED] Email ID: [REDACTED], Ph. no. [REDACTED]
[REDACTED], duly authorized vide Resolution passed at the Directors Meeting held on _____, at the registered Office of the firm, hereinafter referred to as the **"CONFIRMING PARTY/OWNER"**, (which expression shall unless it be repugnant to the context or meaning thereof mean and include all its administrators, successors, representatives, transferees and legal assigns) **OF THE THIRD PART., AND;**

WHEREAS :

1. There exists all that piece and parcel of land known as "[REDACTED]" situated in the village [REDACTED], within the Village Panchayat of [REDACTED] of [REDACTED] Taluka which is divided into three separate parcels of land by roads passing through the said property which plots are surveyed in the recent surveys under numbers [REDACTED] and hereinafter referred to as the **"SAID LARGER PROPERTY"**.
2. The "SAID LARGER PROPERTY" originally belonged to [REDACTED]
[REDACTED] and his wife Mrs. [REDACTED].

AND WHEREAS:

3. Vide Deed of Sale dated [REDACTED], which was presented under serial no. [REDACTED] and registered under No. [REDACTED] at pages [REDACTED] of Book No. I, Volume No. [REDACTED] dated [REDACTED], in the office of Sub Registrar of Tiswadi, Panaji, the said [REDACTED] and his wife Mrs. [REDACTED] sold the "SAID LARGER PROPERTY" to Mrs. [REDACTED] (w/o. [REDACTED]).
4. In the Inventory Proceedings (Inventory Proceedings No. [REDACTED]) initiated on the death of said [REDACTED], for short, [REDACTED] and his wife [REDACTED], the "SAID LARGER PROPERTY" was allotted to their son/daughter in law, Mr. [REDACTED] and his wife Mrs. [REDACTED] (vide Judgment and Decree dated [REDACTED]) passed by Civil Judge Senior Division at Panaji, in the said Inventory Proceedings No. [REDACTED]).

AND WHEREAS:

5. As the absolute and exclusive owner in possession of the "SAID LARGER PROPERTY" the said Mr. [REDACTED] and his wife Mrs. [REDACTED] sold the "SAID LARGER PROPERTY" to M/s [REDACTED], vide Deed of Sale dated [REDACTED], of Book 1 Document, bearing registration No. [REDACTED] under Volume No. [REDACTED], at pages [REDACTED] dated [REDACTED], before the Sub Registrar of Ilhas Tiswadi – Goa.

AND WHEREAS:

6. Out of the three survey numbers, which were comprised in the SAID LARGER PROPERTY, a portion surveyed under Survey Nos. [REDACTED] were classified as settlement zone, whereas the portion thereof surveyed under Survey No. [REDACTED] was classified as Orchard Zone.

AND WHEREAS :

7. The portion of the "SAID LARGER PROPERTY" i.e., property surveyed under survey number [REDACTED] admeasuring an area of [REDACTED] sq.mtrs. was sold, transferred and conveyed by the said M/s [REDACTED] to M/S [REDACTED] i.e. "CONFIRMING PARTY/OWNER" herein, vide Sale Deed dated [REDACTED] duly registered in the office of Sub-Registrar Ilhas/Tiswadi under the no. [REDACTED], CD. No. [REDACTED] on [REDACTED] more particularly and fully described in SCHEDULE-I hereinafter shall be referred to as the "THE SAID PROPERTY".
8. The "CONFIRMING PARTY/OWNER" being the sole and absolute owner of the SAID PROPERTY, entered into a Joint Venture Agreement dated [REDACTED] at Panaji, Tiswadi – Goa, with the M/s Manas Spaces LLP, the VENDOR/DEVELOPER herein to jointly develop the SAID PROPERTY by constructing thereon residential / commercial building scheme(s) under a Joint Venture on the basis of revenue share in the ratio of [REDACTED] between the CONFIRMING PARTY/OWNER and VENDOR/DEVELOPER from the sale of premises/ villas/ units/ shops/ flats/ apartments in the SAID PROJECT or such other saleable built up area like club membership, parking spaces and other saleable items in the SAID PROJECT to be constructed by it on the SAID PROPERTY, best described in ANNEXURE A herein, along with the proportionate undivided share in the SAID PROPERTY corresponding to the built up area of the Premises constructed therein.

AND WHEREAS :

9. The CONFIRMING PARTY/ OWNER represents that the SAID PROPERTY is free from encumbrances and/or defect in title and there exists no charge or lien or mortgage on the SAID PROJECT and/or the SAID PROPERTY.
10. There are no tenants and/or mundkars and/or any other person who can claim any right of whatsoever nature over the residential / commercial building scheme(s) constructed in the SAID PROPERTY and/or the SAID PROPERTY, the CONFIRMING PARTY/ OWNER being the sole and exclusive owner of the SAID PROJECT and/or the SAID PROPERTY.

11. The SAID PROPERTY is not the subject matter of any litigation and/or any proceedings before any court of law and/or quasi-judicial authorities and/or before any autonomous bodies and is fit for development as there is no legal impediment for construction of a residential and/or a commercial building scheme thereon.

12. The residential / commercial building scheme(s) constructed in the SAID PROPERTY and/or the SAID PROPERTY is not the subject matter of any notices and/or proceedings under the provisions of the Land Acquisition Act and/or Requisition Act.

AND WHEREAS :

13. The VENDOR/DEVELOPER thus holds, possesses and enjoys a clear and marketable title to the [REDACTED] of the total built up and saleable area of the residential / commercial building scheme(s) constructed in the SAID PROPERTY along with the proportionate undivided share in the SAID PROPERTY corresponding to the built up area of the Premises constructed therein and is therefore capable of transferring a clear and marketable title and also free to dispose the built up area allotted to him alongwith the corresponding undivided proportionate share in the SAID PROPERTY, by way of sale or undertake the development of the SAID PROPERTY and construct thereon a residential and/or a commercial building scheme with the approval from the CONFIRMING PARTY/OWNER in terms of the Joint Venture Agreement dated [REDACTED].

14. The SAID PROPERTY is in [REDACTED] with an F.A.R. of [REDACTED]

15. The CONFIRMING PARTY/OWNER has paid all the property taxes and all other levies by whatever name called, till this date.

16. The name of CONFIRMING PARTY/OWNER thus appears in Form I and XIV with respect to the SAID PROPERTY, surveyed under survey no. [REDACTED] admeasuring an area of [REDACTED] sq.mts. and that it is in vacant, peaceful and unencumbered possession and enjoyment thereof.

AND WHEREAS

17. The CONFIRMING PARTY/OWNER has jointly developed with the VENDOR/DEVELOPER the SAID PROPERTY, to construct thereon the residential / commercial building scheme(s) constructed in the SAID PROPERTY i.e. a residential complex comprising Units of 2 BHK Residential Apartments/Shops/Villas having TOGETHER with Circulation and passages, Amenities, Open to sky car Parking, common areas which Scheme when completed shall be known as and hereinafter be referred to as **"MANAS COUNTRY"**. (Hereinafter referred to as the "SAID PROJECT").

AND WHEREAS

18. The VENDOR/DEVELOPER has appointed an Architect registered with the Council of Architects;

19. The VENDOR/DEVELOPER has appointed a Structural Engineer for the preparation of the structural design and drawings of the SAID PROJECT;

20. The VENDOR/DEVELOPER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the SAID PROJECT and in pursuance of the same, the following Permissions and Licences were issued for development of the SAID PROJECT on the SAID PROPERTY:-

- i. Conversion Sanad bearing No. [REDACTED] issued by the Office of Collector, North Goa District, Panaji, Goa, dated [REDACTED];
- ii. Technical Clearance Order bearing Ref. No. [REDACTED] issued by the office of Town and Country Planning Department, Panaji, Goa, dated [REDACTED];

iii. No Objection from the Directorate of Health Services Primary Health Services, Corlim, Tiswadi, Goa, under no. [REDACTED] dated [REDACTED];

iv. Construction Licence bearing Construction Licence No. [REDACTED] issued by the Office of the Village Panchayat of [REDACTED], dated [REDACTED];

21. The VENDOR/DEVELOPER has obtained plans of the Layout as proposed by him and approved by the concerned competent authority according to which the construction of the SAID PROJECT and open spaces are proposed to be provided for on the SAID PROJECT;
22. While sanctioning the said permissions, licences and plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the VENDOR/DEVELOPER while developing the SAID PROPERTY and the SAID PROJECT and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the SAID PROJECT shall be granted by the concerned local authority.
23. The VENDOR/DEVELOPER has obtained Certificate of Title issued by his Legal Practitioner showing the nature of the title of the VENDOR/DEVELOPER to the SAID PROJECT and the SAID PROPERTY on which the Apartments are constructed or are to be constructed.
24. The VENDOR/DEVELOPER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said buildings wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the SAID PROJECT.

25. The VENDOR/DEVELOPER has accordingly commenced construction of the SAID PROJECT in accordance with the said approved plans.
26. The VENDOR/DEVELOPER has registered the SAID PROJECT under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority at Goa under Registration No. [REDACTED].
27. The PURCHASER/ALLOTTEE has approached the VENDOR/DEVELOPER to purchase an Apartment being constructed in the SAID PROJECT.
28. The VENDOR/DEVELOPER is free to deal with and dispose of their respective unit(s) in the SAID PROJECT, including entering into memorandum(s) of understanding, agreement(s) or deed(s) with any person, thereby selling, letting out, or agreeing to sell, let out or otherwise transfer or put another person in possession of any or all of their premise(s)/ unit(s) in the SAID PROJECT, with or without the corresponding undivided rights in the SAID PROPERTY and receive the consideration thereof, including earnest money or deposit and do all that is necessary in this regard.
29. The title and interest of the VENDOR/DEVELOPER and the CONFIRMING PARTY/OWNER to the undivided proportionate share in the land of the SAID PROPERTY shall be joint and impartible and the parties shall not be entitled for demarcation or partition of their right in or to the land of the SAID PROPERTY.
30. On demand from the PURCHASER/ALLOTTEE, the VENDOR/DEVELOPER has allowed inspection and given copies to the PURCHASER/ALLOTTEE of all the documents of title relating to the SAID PROJECT and the SAID PROPERTY i.e. plans, designs and specifications prepared by the Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as ("THE SAID ACT")) and the Rules and Regulations made there under of the VENDOR/DEVELOPER; and the PURCHASER/ALLOTTEE have acknowledged the receipt of the same.

AND WHEREAS:

31. The PURCHASER/ALLOTTEE has agreed to purchase a Unit of Type “__ **BHK**” bearing no. [REDACTED], named as [REDACTED] with a carpet area of the Unit as per RERA admeasuring [REDACTED] sq.mts, Exclusive Balcony Carpet Area admeasuring [REDACTED] sq. mts., Total Carpet Area Floor area admeasuring [REDACTED] sq.mts., built up area of the Unit admeasuring [REDACTED] sq.mts, Super Built-up area admeasuring [REDACTED] sq.mts., situated on [REDACTED] **Floor** in “[REDACTED]” **Block** in the SAID PROJECT “**Manas Country**” being constructed on the SAID PROPERTY by the VENDOR/DEVELOPER for a total consideration of **Rs.** [REDACTED] **/- (Rupees [REDACTED] Only)**, with an open car park along with the proportionate price of the common areas and facilities appurtenant to the premises, which unit/ flat shall hereinafter be referred to as the SAID FLAT .
32. 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.
33. The PURCHASER / ALLOTTEE is required under Section 13 of the said Act, to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).
34. The VENDOR /DEVELOPER herein is a sole proprietorship concern and is married to the CONSENTING PARTY under the Regime of Communion of Assets under the Portuguese Civil Procedure Code still in force in the State of Goa and hence made a party to this agreement to confirm the same for all legal purposes in future.
35. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR/ DEVELOPER

hereby agrees to sell and the PURCHASER/ALLOTTEE hereby agree to purchase the SAID FLAT along with the parking and other amenities.

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

1. **PROJECT AND /OR SAID FLAT :**
- i. The VENDOR/DEVELOPER has proposed to construct on the SAID PROJECT, a residential and/or commercial or residential cum commercial building scheme by utilizing the full Floor Area Ratio, presently applicable. The SAID PROJECT shall comprise of Units which shall mean the premises (which includes but not limited to shops/ offices/ flats/ penthouse/ villas) and the 'SAID FLAT' herein constructed or to be constructed in/ over the SAID PROPERTY including roads, car park spaces, whether on stilt or otherwise or any room that may be constructed for common use of the residents/users including any unit/ premise as required by law, in the SAID PROJECT such as society office, recreational room, security rooms, pergola's and other landscaping works and such other premises.

 - ii. The PURCHASER/ALLOTTEE hereby agrees to purchase from the VENDOR/DEVELOPER and the VENDOR/DEVELOPER hereby agrees to sell to the PURCHASER/ALLOTTEE, the SAID FLAT bearing Unit of Type "**███ BHK**" bearing no. **██████**, named as **██████** situated on with a carpet area of the Unit as per RERA admeasuring **██████** sq.mts, Exclusive Balcony Carpet Area admeasuring **██████** sq. mts., Total Carpet Area Floor area admeasuring **██████** sq.mts., built up area of the Unit admeasuring **██████** sq.mts, Super Built-up area admeasuring **██████** sq.mts., situated on **██████** **Floor** in "**██████**" **Block** in the SAID PROJECT "**MANAS COUNTRY**" being constructed on the SAID PROPERTY by the VENDOR/DEVELOPER for a total consideration of **Rs. ██████/- (Rupees ██████ Only)**, with an open car park along with the proportionate price of the common areas and facilities appurtenant to the premises in the SAID PROJECT being constructed in the SAID PROJECT on the SAID PROPERTY and more particularly

described in SCHEDULE-II with an open car park along with the proportionate incidence of common areas and facilities appurtenant to the SAID FLAT together with the proportionate undivided share in the SAID PROPERTY, corresponding to the built up area of the SAID FLAT.

- iii. Provided that the VENDOR/DEVELOPER shall have to obtain prior consent in writing of the PURCHASER/ALLOTTEE in respect of variations or modifications which may adversely affect the SAID FLAT of the PURCHASER/ALLOTTEE, except any alteration or addition required by any Government authorities or due to change in law.
- iv. The specifications and additional amenities of the SAID FLAT, as sanctioned and approved by the competent authority wherever applicable has been more particularly described and/or mentioned in SCHEDULE-III hereto.
- v. The terrace space in front of or adjacent to the terrace flats in the SAID PROJECT, if any, shall belong exclusively to the respective purchasers of such terrace flat and such terrace spaces are intended for the exclusive use of the respective purchasers. The said terrace space shall remain open to the sky and shall not be enclosed or covered without the written permission, approvals, license and No Objection Certificate of the Vendor, and of the concerned authorities.
- vi. 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) shall be provided by the VENDOR/DEVELOPER in the SAID PROJECT and the SAID FLAT.
- vii. The common areas and facilities to the SAID FLAT as agreed to be provided by the VENDOR/DEVELOPER to the PURCHASER/ALLOTTEE for the SAID FLAT has been more particularly described and/or mentioned in SCHEDULE-IV hereto.

2. **CONSIDERATION :**

- a. The PURCHASER/ALLOTTEE shall pay the stipulated consideration of **Rs. [REDACTED] /-(Rupees [REDACTED] Only)** as per the payment plan specified in Schedule no. V hereafter written as provided therein.
- b. The PURCHASER/ALLOTTEE shall pay to the VENDOR/DEVELOPER, Goods and Services Tax (GST) @ [REDACTED] % at the time of Payment of every instalment towards purchase of the SAID FLAT.
- c. The Total Price (i.e. Consideration amount) above excludes Taxes (consisting of tax paid or payable by the VENDOR/DEVELOPER by way of Infrastructure Tax, Goods and Services Tax (GST) and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the SAID PROJECT payable by the VENDOR/DEVELOPER) up to the date of handing over the possession of the SAID FLAT.
- d. 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 which may be levied or imposed by the competent authority, local bodies/Government from time to time. The VENDOR/ DEVELOPER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR/ DEVELOPER 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/ALLOTTEE, which shall only be applicable on subsequent payments.
- e. The VENDOR/DEVELOPER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the PURCHASER/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 the PURCHASER/ALLOTTEE by the VENDOR /DEVELOPER.

- f. The VENDOR/ DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER/ALLOTTEE after the construction of the SAID PROJECT/Building is complete and the Completion Certificate/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 VENDOR/DEVELOPER. If there is any reduction in the carpet area within the defined limit then VENDOR/DEVELOPER shall refund the excess money paid by PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estates Projects, Registration of Real Estates 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/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASER/ALLOTTEE, the VENDOR/DEVELOPER shall demand additional amount from the PURCHASER/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.
- g. The PURCHASER/ALLOTTEE authorizes the VENDOR /DEVELOPER to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the VENDOR/DEVELOPER. The PURCHASER/ALLOTTEE undertakes not to object/demand/direct the VENDOR/ DEVELOPER to adjust his payments in any manner.
- h. The PURCHASER/ DEVELOPER 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 SAID FLAT to the ALLOTTEES, obtain from the concerned competent authority Occupancy and/or Completion Certificates in respect of the said Unit.

3. **FLOOR AREA RATIO (FAR):**

The VENDOR/ DEVELOPER hereby declares that the Floor Area Ratio available as on date in respect of the said Project Land is [REDACTED] as mentioned in the Development Control Regulation which are applicable to the SAID PROJECT.

4. **POSSESSION:-**

- a. **Delivery of Possession**: The VENDOR/DEVELOPER shall give possession of the SAID FLAT to the PURCHASER/ALLOTTEE on or before _____ with an extension of 06 months.
 - i. Time is essence for the VENDOR/DEVELOPER as well as the PURCHASER/ALLOTTEE. The VENDOR/DEVELOPER shall abide by the time schedule for completing the SAID PROJECT and handing over the SAID FLAT to the PURCHASER/ALLOTTEE after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be, subject to all the PURCHASER/ALLOTTEE have paid all the consideration and other sums due and payable to the VENDOR/DEVELOPER as per the Agreement.
 - ii. Similarly, the PURCHASER/ALLOTTEE shall make timely payments of the instalment and other dues payable by him and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the VENDOR/DEVELOPER.
 - iii. The PURCHASER/ALLOTTEE shall have no objection for the VENDOR/DEVELOPER of the built up area in respect of the other premises in the SAID PROJECT to use their respective premises for any purpose whatsoever and such Purchasers shall be entitled to let out and or lease and or allow the said premises to be used by any third parties on Leave and License basis and or under any contract without there being any

objection and or obstruction from the PURCHASER/ALLOTTEE. However, such Purchasers and or their Lessees and or the persons who will utilise the respective premises of the Purchasers shall not cause any nuisance for the PURCHASER/ALLOTTEE therein.

- iv. The VENDOR/DEVELOPER shall not carry out any act or activity which is obnoxious, anti-social, immoral, illegal or prejudicial to the norms of decency or etiquette or which cause or is likely to cause nuisance or inconvenience to the others.

b. **Delayed Possession/breach(es)/Payments:**

- i. If the VENDOR/DEVELOPER fails to abide by the time schedule for completing the SAID PROJECT and handing over the SAID FLAT to the PURCHASER/ALLOTTEE, the VENDOR/DEVELOPER agrees to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the SAID PROJECT, interest as specified in Sec. 18 of the Goa Real Estate (Regulation and Development) (Registration of the Real Estate Projects. Real Estate Agents, Rates of Interest and Disclosures on website) Rules 2017, hereinafter referred to as **SAID RULES**, on all the amounts paid by the PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession.
- ii. If the VENDOR/DEVELOPER fails or neglects to give possession of the SAID FLAT to the PURCHASER/ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date, if the PURCHASER/ALLOTTEE wishes to terminate this Agreement, then the VENDOR/DEVELOPER shall be liable on demand to refund to the PURCHASER/ALLOTTEE the amounts already received by him in respect of the SAID FLAT with interest as specified in Sec. 18 of the SAID RULES, from the date the VENDOR/DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

- iii. Provided that, the VENDOR/DEVELOPER shall be entitled to reasonable extension of time of maximum 2-3 years for giving delivery of SAID FLAT on the aforesaid date, if the completion of the SAID PROJECT in which the SAID FLAT is to be situated is delayed on account of: War, Civil Commotion or Act of God; Any Notice, Order, Rule, Notification of the Government and/or other public or competent authority/court.
- iv. The PURCHASER/ALLOTTEE agree to pay to the VENDOR/DEVELOPER, interest as specified in Sec. 18 of the SAID RULES, on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the VENDOR/DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE to the VENDOR/DEVELOPER.
- v. Without prejudice to the right of VENDOR/ DEVELOPER to charge interest on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/ALLOTTEE to the VENDOR/DEVELOPER under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/ALLOTTEE committing three defaults of payment of instalments, VENDOR/DEVELOPER shall at his own option, may terminate this Agreement:
- vi. Provided that, VENDOR/DEVELOPER shall give notice of fifteen days in writing to the PURCHASER/ALLOTTEE, by Registered Post A.D.at the address provided by the PURCHASER/ALLOTTEE and/or mail at the e-mail address provided by the PURCHASER/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 PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the VENDOR/DEVELOPER within the period of

notice, then at the end of such notice period, VENDOR/DEVELOPER shall be entitled to terminate this Agreement.

- vii. Provided further that, upon termination of this Agreement as aforesaid, the VENDOR/DEVELOPER shall refund to the PURCHASER/ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount) within a period of sixty days of the termination, the instalments of sale consideration of the said Unit which may till then have been paid by the PURCHASER/ALLOTTEE to the VENDOR/DEVELOPER and the VENDOR/DEVELOPER shall not be liable to pay to the PURCHASER/ALLOTTEE any interest on the amount so refunded.

c. Procedure for taking Possession:

- i. The VENDOR/DEVELOPER shall within 7 days of obtaining the Occupancy Certificate from the competent authority and upon payment made by the PURCHASER/ALLOTTEE as per the Agreement, offer possession of the SAID FLAT to the PURCHASER/ALLOTTEE, intimating in writing that the SAID FLAT is ready for use and Occupancy of the SAID PROJECT to be taken within 1 (one month) from the date of receipt of such notice and the PURCHASER/ALLOTTEE shall take possession of the SAID FLAT from the VENDOR/DEVELOPER by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the VENDOR/DEVELOPER shall give possession of the SAID FLAT to the PURCHASER/ALLOTTEE .
- ii. Failure of Allottee to take Possession of Said Apartment: In case the PURCHASER/ALLOTTEE fail to take possession within the time provided as above, such PURCHASER/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 thereon.

5. **Defect(s):**

- a. If within a period of five years from the date of handing over the SAID FLAT to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the VENDOR/DEVELOPER any structural defect in the SAID FLAT or the SAID PROJECT/building in which the SAID FLAT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDOR/ DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/ALLOTTEE shall be entitled to receive from the VENDOR/DEVELOPER, compensation for such defect in the manner as provided under the Act.
- b. In case the PURCHASER/ALLOTTEE carries out any work within the SAID FLAT after taking possession, resulting in cracks and dampness, or any other defect within or to the adjoining Apartment/s, then in such an event the VENDOR/DEVELOPER shall not be liable to rectify or pay compensation. But the VENDOR/DEVELOPER may offer services to rectify such defects at nominal charges.
- c. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., cannot be considered as defective work.

6. **Use of said Unit :**

The PURCHASER/ALLOTTEE shall use the SAID FLAT or any part thereof or permit the same to be used only for purpose of residence/commercial. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

7. **Deposits at the time of taking possession:**

- i. The PURCHASER/ALLOTTEE shall on or before delivery of possession of the SAID FLAT keep deposited with the VENDOR/DEVELOPER, the following approximate amounts as mentioned below and more particularly described in SCHEDULE-VI which may be subject to change as per actual.
 - a. Share money, application entrance fee of the society or any other entity;
 - b. Formation and registration of the society or any other entity;
 - c. Proportionate share of taxes and other charges/levies in respect of the society or any other entity;
 - d. Deposit of provisional monthly contribution towards outgoings of society or any other entity;
 - e. Deposit for Water, Electricity, and other utility and service connection charges, Electricity transfer, Electricity Meter Charges, Electricity Meter Deposit (refundable), Transformer charges;
 - f. Deposits of electrical receiving and sub-station provided in Layout;
 - g. Legal charges;
 - h. Infrastructure Tax;
 - i. Corpus in respect of the society or any other entity;
 - j. Stamp Duty and Registration Charges;
 - k. Maintenance plus GST per month
 - l. Annual House Tax and House Tax Transfer;
 - m. bear and pay the proportionate share of outgoings in respect of the SAID PROJECT and /or SAID PROPERTY 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;
 - n. All other expenses necessary and incidental to the management and maintenance of the said project land.
- ii. The PURCHASER/ALLOTTEE shall pay to the VENDOR /DEVELOPER for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the VENDOR/ DEVELOPER in connection

with formation of the said society or any other entity and for preparing its rules, regulations and bye-laws as per actuals.

8. **Maintenance Of The Complex:**

- a. The VENDOR/ DEVELOPER undertake to maintain the complex till such time the society or any other entity is formed and registered.
- b. Until the society or any other entity is formed and the common areas of the SAID PROJECT are transferred to it, the PURCHASER/ALLOTTEE shall pay to the VENDOR/DEVELOPER such proportionate share of outgoings as may be determined by the VENDOR/DEVELOPER.
- c. The PURCHASER/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.
- d. It is agreed that non-payment or default in payment of outgoings on time by PURCHASER/ALLOTTEE shall be regarded as default on the part of the PURCHASER/ALLOTTEE and shall entitle the VENDOR/DEVELOPER to charge interest on dues, in accordance with the terms and conditions contained herein.

9. **Formation Of Society Or Any Other Entity:**

- a. The PURCHASER/ALLOTTEE along with other allottee(s) of Units in the SAID PROJECT shall join in forming and registering the society or any other entity to be known by such name as the VENDOR/DEVELOPER 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 any other entity and for becoming a member, including the bye-laws of the proposed society or any other entity, duly fill in, sign and return to the VENDOR/DEVELOPER within seven days of the same being forwarded by the VENDOR/ DEVELOPER to the

PURCHASER/ALLOTTEE, so as to enable the VENDOR/DEVELOPER to register the society or any other entity.

- b. No objection shall be taken by the PURCHASER/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.
- c. The PURCHASER/ALLOTTEE further agree that till the PURCHASER/ALLOTTEE's share is so determined, the PURCHASER/ALLOTTEE shall pay to the VENDOR/DEVELOPER provisional monthly contribution towards the outgoings. The amounts so paid by the PURCHASER/ALLOTTEE to the VENDOR/DEVELOPER shall not carry any interest and remain with the VENDOR/DEVELOPER until a conveyance of the structure of the building or wing is executed in favour of the society or any other entity as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the VENDOR/ DEVELOPER to the society or any other entity, as the case may be.
- d. Time is essence for the VENDOR/DEVELOPER as well as the PURCHASER/ALLOTTEE. The DEVELOPER shall abide by the time schedule for forming and registering the society or any other entity and handing over the common areas to the society or any other entity, subject to all the PURCHASER/ALLOTTEE having paid all the consideration and other sums due and payable to the VENDOR/ DEVELOPER as per this Agreement.

10. **Representations And Warranties Of The Promoters :**

- a. The VENDOR/ DEVELOPER hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:
 - i. The VENDOR/DEVELOPER has clear and marketable title with respect to the said Project Land; as declared in the title report and has the requisite rights to carry out Development upon the said Project Land

and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project.

- ii. The VENDOR/ DEVELOPER has lawful rights and requisite approvals from the competent authorities to carry out development of the SAID PROJECT and shall obtain requisite approvals from time to time to complete the development of the SAID PROJECT.
 - iii. There are no encumbrances upon the SAID PROJECT and/or the SAID PROPERTY except those disclosed in the title report.
 - iv. There are no litigations pending before any Court of law with respect to the SAID PROJECT and/or the SAID PROPERTY except those disclosed in the title report.
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROJECT and/or the SAID PROPERTY 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 SAID PROJECT and/or the SAID PROPERTY shall be obtained by following due process of law and the VENDOR/DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Project Land and common areas till its transfer to the society or any other entity.
- b. The VENDOR/DEVELOPER 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/ALLOTTEE created herein, may prejudicially be affected.

- c. The VENDOR/DEVELOPER confirms that the VENDOR /DEVELOPER is not restricted in any manner whatsoever from selling the SAID FLAT to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement.
 - d. Upon Formation and Registration of the society or any other entity, the VENDOR/ DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas to the said society or any other entity.
 - e. The VENDOR / DEVELOPER 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.
 - f. No notice from the Government or any other Local Body or authority or any legislative enactment, Government ordinance, Order, Notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the VENDOR/DEVELOPER in respect of the said project land and/or the said Project except those disclosed in the title report;
11. **Representations And Warranties Of The Allottee:**
- a. The PURCHASER/ALLOTTEE themselves with intention to bring all persons into whosoever hands the SAID FLAT may come, hereby covenants with the VENDOR/DEVELOPER as follows:
 - i. To maintain the SAID FLAT at the PURCHASER/ALLOTTEE' own cost in good and tenantable repair and condition from the date that the possession of the SAID FLAT is taken and shall not do or suffer to be done anything in or to the SAID PROJECT in which the SAID FLAT is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the SAID PROJECT in which the SAID FLAT is situated and the SAID FLAT itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to use the SAID FLAT for the purpose of carrying on any business like Bar and Restaurant, etc., trade or commercial activity which necessitates storage of explosive or inflammable substances or for storage or sale of cement or store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the SAID FLAT 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 SAID PROJECT in which the SAID FLAT is situated, including entrances of the SAID PROJECT in which the SAID FLAT is situated and in case any damage is caused to the SAID PROJECT in which the SAID FLAT is situated or the SAID FLAT on account of negligence or default of the PURCHASER/ALLOTTEE in this behalf, the PURCHASER/ALLOTTEE shall be liable for the consequences of the breach.
- iii. To carry out at their own cost all internal repairs and maintain the SAID FLAT in the same condition, state and order in which it was delivered by the VENDOR/DEVELOPER to the PURCHASER/ALLOTTEE and shall not do or suffer to be done anything in or to the said Project in which the SAID FLAT is situated or the SAID FLAT 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/ALLOTTEE committing any act in contravention of the above provision, the Allottees 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, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID FLAT or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID PROJECT in which the SAID FLAT is situated and shall keep the portion, sewers, drains and pipes in the said Unit 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 SAID PROJECT in which the SAID FLAT 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 said Unit without the prior written permission of the VENDOR/DEVELOPER and/or the society or any other entity.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the SAID PROJECT and or the SAID PROJECT land and in which the SAID FLAT 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 FLAT in the compound or any portion of the SAID PROJECT and/or SAID PROJECT land in which the SAID FLAT is situated.
- b. Pay to the VENDOR/DEVELOPER within fifteen days of demand by the VENDOR/DEVELOPER, 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 said Project/building or SAID PROJECT and/or the SAID PROPERTY and in which the SAID FLAT is situated.
 - c. 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 SAID FLAT by the PURCHASER/ALLOTTEE for any purposes other than for purpose for which it is sold.
 - d. The PURCHASER/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the

SAID FLAT until all the dues payable by the PURCHASER/ALLOTTEE to the VENDOR/DEVELOPER under this Agreement are fully paid up.

- e. The PURCHASER/ALLOTTEE shall observe and perform all the rules and Rules, Regulations and bye-laws which the society or any other entity and/or the concerned local authority, Government and other public bodies 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 PROJECT for the time being in force regarding the occupancy and use of the SAID FLAT in the SAID PROJECT and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - f. Till a conveyance of the SAID FLAT is executed in favour of the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE shall permit the VENDOR/DEVELOPER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the SAID FLAT or any part thereof to view and examine the state and condition thereof.
12. **Indemnity:** The VENDOR/ DEVELOPER agree and undertake to indemnify the PURCHASER/ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the VENDOR/DEVELOPER.
13. **Separate Account:** The VENDOR/DEVELOPER shall maintain a separate account in respect of sums received by the VENDOR/DEVELOPER from the PURCHASER/ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or any other entity or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
14. **Savings Clause:** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID FLAT or of the SAID PROJECT and or Building or any part thereof. The PURCHASER/ALLOTTEE

shall have no claim save and except in respect of the SAID FLAT alongwith proportionate indivisible share agreed to be sold to him. All unsold or un-allotted inventory/shall continue to remain the Property of the VENDOR/DEVELOPER until sold/allotted/ transferred to the society or any other entity as hereinbefore mentioned.

15. **Mortgage Or Creation Of Charge** : After the VENDOR/DEVELOPER executes this Agreement he shall not mortgage or create a charge on the SAID FLAT 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/ALLOTTEE who has taken or agreed to take such SAID FLAT.

16. **Binding Effect** :

- a. Forwarding this Agreement to the PURCHASER/ALLOTTEE by the VENDOR/DEVELOPER does not create a binding obligation on the part of the VENDOR/DEVELOPER or the PURCHASER/ALLOTTEE until,
 - i. Firstly, the PURCHASER/ALLOTTEE sign and deliver 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/ALLOTTEE and
 - ii. Secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the VENDOR/ DEVELOPER.
- b. If the PURCHASER/ALLOTTEE fails to execute and deliver to the VENDOR/DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR/DEVELOPER, then the VENDOR/DEVELOPER shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE, allotment of the SAID FLAT to the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by

the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE without any interest or compensation whatsoever.

17. **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 Unit as the case may be.
18. **Right To Amend :** This Agreement may only be amended through written consent of the Parties.
19. **Provisions Of This Agreement Applicable To Allottee/Subsequent Allottee:**
- a) 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 SAID PROJECT shall equally be applicable to and enforceable against any subsequent Allottees of the SAID FLAT, in case of a transfer, as the said obligations go along with the SAID FLAT for all intents and purposes.
 - b) In case of any transfer/assignment of rights by the PURCHASER/ALLOTTEE to any third parties of the SAID FLAT alongwith the undivided proportionate share corresponding to the built up area of the SAID FLAT, prior to the delivery of possession of the SAID FLAT by the VENDOR/DEVELOPER to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE shall be bound to pay a transfer fees of Rs.50,000/-(Rupees Fifty Thousand Only) to the VENDOR/DEVELOPER.
 - c) If the transfer / assignments of rights as stated hereinabove by the PURCHASER/ALLOTTEE in the SAID FLAT is made after the possession of the SAID FLAT by the VENDOR/DEVELOPER to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE shall be bound to pay a transfer fees of Rs.30,000/-(Rupees Thirty Thousand Only) till the period a sale deed is executed in favour of the PURCHASER/ALLOTTEE or the ENTITY formed for the maintenance of the Complex.

d) It is agreed by the PURCHASER /ALLOTTEE that any transfer so made by him/her/them/it shall compulsory be made by adding the VENDOR/DEVELOPER and the CONFIRMING PARTY/OWNER as party to the document of transfer.

20. **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 the 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.

21. **Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement :** Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other Allottee(s) in the SAID PROJECT, the same shall be in proportion to the carpet area of the SAID FLAT to the total carpet area of all the Units in the SAID PROJECT. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet areas of respective Allottees.

22. **Further Assurances :**

- a. 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.
- b. That the SAID PROPERTY is non-Agricultural property and this present Document of Agreement for sale and the transactions is complying with Foreign Exchange Management Act, 1999 and Reserve Bank of India guidelines. The Office of Civil Registrar –cum- Sub- Registrar, Ilhas Tiswadi shall not be responsible if the parties violate FEMA and RBI guidelines.

23. Execution of The Agreement :

- a. The execution of this Agreement shall be complete only upon its execution by the VENDOR/DEVELOPER or through its authorized signatory at the VENDOR/DEVELOPER's office, or at some other place, which may be mutually agreed between the VENDOR/DEVELOPER and the PURCHASER/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/ALLOTTEE and the VENDOR/DEVELOPER or simultaneously with the execution, the said Agreement shall be registered at the Office of the concerned Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.
- b. The PURCHASER/ALLOTTEE and/or VENDOR/DEVELOPER or its authorized signatory shall present this Agreement as well as the Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the VENDOR/DEVELOPER or its authorized signatory will attend such office and admit execution thereof.

24. Notices & Correspondences:

- a. That all notices to be served on the PURCHASER/ALLOTTEE, VENDORSDEVELOPER and CONFIRMING PARTY/OWNER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/ALLOTTEE or the VENDOR/DEVELOPER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified above.
- b. That in case there are Joint Allottees, all communications shall be sent by the VENDORS/DEVELOPER to the PURCHASER/ALLOTTEE whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the PURCHASER/ALLOTTEE.
- c. It shall be the duty of the PURCHASER/ALLOTTEE, VENDOR/DEVELOPER and CONFIRMING PARTY/OWNER to inform each other of any change in

address subsequent to the execution of this Agreement in the above address by Registered Post A.D and notified Email ID/Under Certificate of Posting, failing which all communications and letters posted at the above address shall be deemed to have been received by the VENDOR/DEVELOPER, CONFIRMING PARTY/OWNER or the PURCHASER/ALLOTTEE, as the case may be.

25. The VENDOR /DEVELOPER herein is a sole proprietorship concern and is married to the CONSENTING PARTY under the Regime of Communion of Assets under the Portuguese Civil Procedure Code still in force in the State of Goa and hence made a party to this agreement to confirm the same for all legal purposes in future, who does hereby confirm the same.

26. **Stamp Duty And Registration** : The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/ALLOTTEE. The Present value of the SAID FLAT is **Rs. [REDACTED] /- (Rupees [REDACTED] Only)** and as such stamp duty @ 2.9% i.e. **Rs. [REDACTED] /- (Rupees [REDACTED] Only)** is embossed on the present Agreement, which is borne and paid by the PURCHASER/ALLOTTEE. The registration Fees of **Rs. [REDACTED] /- (Rupees [REDACTED] Only)** is also paid herewith by the PURCHASER/ALLOTTEE.

27. **Execution Of Deed Of Sale/Conveyance** :

- a. The VENDOR/DEVELOPER shall execute final Deed of Sale in respect to the SAID FLAT in favour of the PURCHASER/ALLOTTEE or in favour of the society or any other entity formed by the purchasers of the units in the SAID PROJECT and as is applicable in such a case or upon obtaining the Occupancy Certificate or within such time, the period is extended due to reasons not attributed to the VENDOR/ DEVELOPER.
- b. Provided balance Stamp duty and Registration charges for executing such conveyance deed or any other taxes or cess or Fees as payable by

the PURCHASER/ALLOTTEE to the VENDOR/DEVELOPER is paid to the VENDOR/ DEVELOPER.

- c. Provided further that all amounts payable to the VENDOR/DEVELOPER in terms of this Agreement for sale as per the payment Plan and Extra Costs as described in the Schedule and respectively is paid to the VENDOR/DEVELOPER.

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

29. **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 Goa will have the jurisdiction for this Agreement.

SCHEDULE-I
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT landed property known as “**[REDACTED]**” admeasuring **[REDACTED]** sq.mts. situated at **[REDACTED]** Village, within the limits of Village Panchayat of **[REDACTED]**, Taluka and Sub-District of **[REDACTED]** District of North Goa, State Goa, and is described in Land Registration Office of Tiswadi under no. **[REDACTED]** at pages **[REDACTED]** of Book **[REDACTED]** new series of Ilhas Tiswadi Goa and under Matriz no. **[REDACTED]** and are divided by road/s and surveyed under Survey no. **[REDACTED]** of village of Neura O Grande, and is bounded as follows:

North : By Road;
South : By property of **[REDACTED]**
no. **[REDACTED]** property of **[REDACTED]**

██████████ and of ██████████ under survey no. ██████████

East : By property of ██████████ under survey no. ██████████, by property of ██████████ bearing Survey no. ██████████ and by "Dis-annexed portion" admeasuring an area of ██████████ sq. mtrs. belonging to Mr. ██████████ and Mr. ██████████ Naik (which dis-annexed portion bears present survey no. ██████████).

West : By property of Antonio Rui Noronha Ferreira under Survey no. ██████████ and by property under survey no. ██████████

The said property is delineated with red color boundary on the Survey Plan I annexed herewith.

SCHEDULE -II
(DESCRIPTION OF THE SAID FLAT)

ALL THAT UNIT/FLAT bearing No. "___ **BHK**" bearing no. ██████████, named as ██████████ situated on with a carpet area of the Unit as per RERA admeasuring ██████████ sq.mts, Exclusive Balcony Carpet Area admeasuring ██████████ sq. mts., Total Carpet Area Floor area admeasuring ██████████ sq.mts., built up area of the Unit admeasuring ██████████ sq.mts, Super Built-up area admeasuring ██████████ sq.mts., situated on ██████████ **Floor** in "██████████" **Block** in the SAID PROJECT "**MANAS COUNTRY**" being constructed on the SAID PROPERTY described in the Schedule I hereinabove.

SCHEDULE -III
(SPECIFICATIONS OF THE SAID FLAT)

Structure: RCC structure, 23 cm thick external walls and 11 ½ cm thick internal walls.

Flooring: With Ceramic/vitrified tiles of Reputed Brand.

Internal Décor: Cement plaster with premium paint (Asian OR Reputed Brand)

External Décor: Double coat sand cement plaster with Asian OR reputed paint

Brand.

Doors: Salwood frames & Moulded Panel Doors (Internal) & Veneer Moulded Panel doors / Equivalent (main door).

Windows: Powder Coated Aluminum windows.

French Doors: Powder coated Aluminum Sliding/ Openable.

Kitchen: Granite platform, stainless steel sink, ceramic tiles dado upto 60cms. Above platform.

Toilets: Floor and walls in ceramic/Vitrified tiles full height with wash basin, European WC& C.P fittings of Jaquar /Reputed Brand.

Electricals: Concealed electrical fittings with copper wiring and reputed brand switches.

Water Supply: Provision of sump / overhead tank

SCHEDULE-IV
DESCRIPTION OF COMMON AREAS AND FACILITIES)

1. DG for Common lighting/pumps, etc.
2. Pressurized water supply pumping system.
3. Underground Sump for water storage.
4. Security Room.
5. Landscape/Open space with External lights.
6. Internal Road Access
7. Rain Water Harvesting Tanks

SCHEDULE-V (PAYMENT PLAN)

NAME OF THE PROJECT:

MANAS COUNTRY

Sale Consideration of the Unit is Rs. /- (Rupees
 Only)

BLOCK No. _____, named as " _____ " **UNIT** no _____

Sr No.	Stages of payments	Percentage.	Amount. (INR)
1)	On Booking/Signing the Agreement	10%	_____.
2)	Commencement of Plinth	15%	_____.
3)	Commencement of 1 st Floor Slab	10%	_____.
4)	Commencement of 2 nd Floor Slab	10%	_____.
5)	Commencement of Roof Slab	10%	_____.
6)	Commencement of Masonry & Internal Plaster	10%	_____.
7)	Commencement of Plumbing & External Plaster	10%	_____.
8)	Commencement of Electrical wiring	8%	_____.
9)	Commencement of Tiling & doors/ Windows	7%	_____.
10)	Commencement of Internal & External Paint	5%	_____.
11)	On handover possession	5%	_____.

	TOTAL	.00
--	--------------	------------

SCHEDULE-VI
DEPOSITS (EXTRA COSTS)

Sr. No.	Description	Amount
1.	Maintenance for █ year	Rs. █/-m2 amounting to Rs. █/- plus GST █/-
2.	Society Formation	Rs. █/-
3.	Society Deposits	Rs. █/-
4.	Transformer Charges	Rs. █/-
5.	Arrears and Change of Name (Electricity and House Tax)	Rs. █/-
6.	Panchayat Tax	Rs. █/-m2 amounting to Rs. █/-
7.	Legal, Consultation, typing & incidental Charges	Rs. █/-
8.	Infrastructure Tax	Rs █ Sq.mt – Residential Amounting to Rs. █/-
9.	Electricity Meter Charges	Rs █/-
	Total	Rs . █/-

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness.

SIGNED AND DELIVERED BY
THE WITHIN VENDOR/DEVELOPER
Through its sole proprietor for and

M/S MANAS SPACES LLP

[Redacted Signature]

PHOTOGRAPH OF [Redacted]
[Redacted]

L.H.F.P

R.H.F.P

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

SIGNED AND DELIVERED BY
THE WITHIN PURCHASER/ALLOTTEE

MR.

PHOTOGRAPH OF MR.

L.H.F.P

R.H.F.P

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

SIGNED AND DELIVERED BY
THE WITHIN CONFIRMING PARTY/
OWNER through its Director
Represented herein by his duly
Constituted Attorney

M/s [Redacted]
[Redacted]

[Redacted]
DIRECTOR

PHOTOGRAPH OF [Redacted]
[Redacted]

L.H.F.P

R.H.F.P

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

IN THE PRESENCE OF WITNESSES:

1. Name:

Signature _____

2. Name:

Signature _____