

AGREEMENT FOR SALE

This AGREEMENT for Sale is made at Panaji, Goa on this _____
day of the month of _____ of the year
_____.

BETWEEN

M/S. NADKARNI LIBRA DEVELOPERS, a partnership firm, having its registered office at C/o. K. V. Nadkarni & Associates, L- 45/46, Alfran Plaza, M.G. Road, Panaji, Goa and represented in this act by its partner, **MR. VIRESH K. NADKARNI**, 52 years of age, son of Mr. Kamalanath V. Nadkarni, Married, Businessman, resident of Kamat Harmony, St. Inez, Panaji - Goa, hereinafter referred to as the "**DEVELOPERS**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, partners, executors, legal representatives, and assigns) of the **FIRST PART**;

AND

(1) **MR.** _____ Son of _____
_____, _____ years of age,
Married/Unmarried, Service/Business, Indian National holding PAN
card _____ Resident of _____
_____ hereinafter referred
to as the "**PURCHASER/S**" (which expression shall unless repugnant to the
context or meaning thereof shall be deemed to include their heirs, executors,
administrators and assigns) of the **SECOND PART**.

WHEREAS, in Duler Ward of the City of Mapusa, there exists a property known as ZAMBEACHY ADDY alias ZAMBEACHI ADDY admeasuring 987 square metres and bearing Chalta No. 8 of P.T. Sheet No. 42, of City Survey Mapusa, within the jurisdiction of the Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, which property is not found described in the Land Registration Office of Bardez, at Mapusa, Goa, but found enrolled in the Taluka Revenue Office of Bardez, under Matriz No.2334 of the third circumscription, hereinafter referred to as the "**SAID PROPERTY**" and more particularly described in Schedule-I hereunder written.

WHEREAS the said property is bounded as under:

ON THE EAST:	By public road;
ON THE WEST:	By the property bearing Chalta No 1-A of P.T. Sheet No. 45;
ON THE NORTH:	By the properties bearing Chalta No.7 and 5 of P.T. Sheet No.45 and;
ON THE SOUTH:	By the property bearing Chalta No.8 of P.T. Sheet No.45.

WHEREAS vide Deed of Succession, Sale and Discharge dated 18/06/1963 recorded at pages 37 onwards of Book No. 639 of notings of Assistant of the Notarial of Judicial Division of Bardez namely Mr. Camilo Manuel Antonio Henrique Do Rosario e Souza, Mr. Innocent Xavier Caetano Ferreira alias Inocente Xavier Caitaninho Ferreira alias Innocent X. Ferreira alias Innocent Ferreira alias Innocent Caetano Ferreira (hereinafter referred to as 'Mr. Innocent Xavier Caetano Ferreira') purchased the said property from Rosa Francisca Pinheiro Lobo, Jose Aveliino Lobo and his wife Marinha Amelia Fernandes e Lobo.

WHEREAS after the purchase of the said property, name of the said Mr. Innocent Xavier Caetano Ferreira was mutated in the survey records pertaining to the said property and the title of the said Mr. Innocent Xavier Caetano Ferreira as the OWNERS of the said property stood confirmed vide Order of the Enquiry Officer, City Survey Mapusa, passed in the File No.2502/1980;

WHEREAS by a Deed of Gift dated 11/01/2011 registered in the Office of the Sub-Registrar, Bardez under Registration No. BRZ-BK1-00151-2011 dated 11/01/2011, the said Mr. Innocent Xavier Caetano Ferreira and his wife Mrs. Zina Ferreira out of natural love and affection and out of their disposable share gifted the said property to Mrs. Zelma Mario Braganza and Mr. Mario Peter Braganza the present OWNERS, hereinafter referred to as the "SAID OWNERS".

WHEREAS the "SAID OWNERS", as the owners in title, physical possession and enjoyment of the property, admeasuring 987 square metres hereinafter be referred to as the 'DEVELOPMENTAL PROPERTY', entered into an agreement dated 8th January, 2016 with the said "DEVELOPERS".

WHEREAS it is agreed under the said agreement dated 8th January, 2016, in consideration for the sole development and selling rights of the DEVELOPMENTAL PROPERTY, the DEVELOPERS shall allot to the said OWNERS, free of cost flats more

specifically listed at SCHEDULE II of the said agreement dated 8th January, 2016, in the building proposed to be constructed therein and the said OWNERS have handed over the possession of the said DEVELOPMENTAL PROPERTY to the DEVELOPERS.

WHEREAS, the DEVELOPERS have planned a Residential Building complex Identified as "**FERREIRA MANOR**" in the plot admeasuring 987 Square metres, bearing Chalta no. 8 of P. T. Sheet No. 42 of the city survey Mapusa - Goa.

WHEREAS the DEVELOPERS have obtained the construction licence bearing No. 03, dated 12-04-2016 from the Mapusa Municipal Council, Mapusa - Goa for the construction of the said complex consisting of the building in the plot admeasuring 987 Square metres.

WHEREAS the PURCHASER/S has approached the DEVELOPERS to purchase Flat No. _____ of the said complex "**FERREIRA MANOR**" in the plot described in **SCHEDULE I**.

WHEREAS the DEVELOPERS have agreed to sell to the PURCHASER/S the Flat No. _____, having a super built-up area of **95.98** Square Metres, on the _____ floor along with the parking slot no. _____ located in the Basement/Stilt in the said complex "**FERREIRA MANOR**" which Flat shall be constructed as per the plan annexed herewith and the specifications detailed in **SCHEDULE III** hereunder and agree to sell to the PURCHASER/S the undivided right, title and interest to the proportionate share of land of the said Plot described in **SCHEDULE I** hereinunder, for the total consideration of Rs. _____/- (Rupees _____ only).

WHEREAS out of the said total consideration, the PURCHASER/S has paid an amount of Rs. _____/- (Rupees _____ only) as of to-day, the receipt of which the DEVELOPERS does hereby admit and acknowledge and the balance amount shall be paid by the PURCHASER/S in the manner appearing in **SCHEDULE IV** hereunder.

WHEREAS it is agreed between the parties hereto that the DEVELOPERS shall be free to make any changes, alterations in the said plan of the said complex at the instance of the Competent Architect/any Authority for the purpose of better planning or due to technical reasons. No further permission shall be required from the PURCHASER/S for the same and the PURCHASER/S shall finance for the extra area if the area of the Flat/s is increased and vice-versa.

WHEREAS the PURCHASER/S has taken inspection and verified all title documents relating to the said development and construction and also has inspected the approved plans, the site and is satisfied with the same. The plan and the specifications, however, be subject to changes if required, at the instance of the Competent Authority.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

I. Construction of the Flat & the Consideration

1. That in consideration of the benefits and obligations respectively accruing to and undertaken by the parties hereto, the DEVELOPERS have agreed to sell and the PURCHASER/S has agreed to purchase the said **Flat No. _____** (hereinafter referred to as the said **Flat** and described in **SCHEDULE II** hereinafter and is shown in the plan as annexed herewith) having a super built-up area of **95.98** Square metres (The word super built up area shall be construed as built up area of the **Flat** with the area of the balconies and proportionate incidences of common areas such as staircase, passages, etc.) located on the _____ floor and along with the parking slot no. _____ located in Basement/Stilt in the said complex "**FERREIRA MANOR**" along with the right, title, interest, to undivided proportionate share in the said plot described in **SCHEDULE I** hereinafter, appurtenant to the said Flat for a total consideration of Rs. _____/- (Rupees _____ only).

2. That out of the said total consideration, the PURCHASER/S has paid an amount of Rs. _____/- (Rupees _____ only) as of today, the receipt of which the DEVELOPERS does hereby admit and acknowledge (subject to realisation of cheque) and the balance amount shall be paid by the PURCHASER/S as per mode of payment shown in **Schedule IV** hereinafter.

3. The PURCHASER/S has taken inspection and verified all title documents relating to the said development and construction and also has inspected the approved plans, the site and is satisfied with the same.

4. That the said **Flat** shall be constructed in accordance with the approved plan and specifications detailed in **SCHEDULE III** hereunder. The PURCHASER/S hereby expressly consent/s to any change/alterations if necessary at the instance of the Competent Authority, Architect, Engineer/or for the purpose of better planning or due to technical reasons and the DEVELOPERS shall be permitted to make such variations and alterations in the plans of the said Complex including the designs/elevation of the building as the exigencies of the situation and the circumstances of the case may require.

The DEVELOPERS shall not be required to take any further permission of the PURCHASER/S for the same. This provision shall be considered as a consent in writing from the PURCHASER/S for all the legal purposes. The DEVELOPERS shall however inform the PURCHASER/S about the changes made, if any.

5. The DEVELOPERS shall have first lien and charge on the said **Flat** agreed to be purchased by the PURCHASER/S in respect of any amount payable by the PURCHASER/S to the DEVELOPERS under the terms and conditions of this agreement.

II. Additions & Alterations

1. That If the PURCHASER/S desires to make any changes/alterations in the internal layout of the plan or additions to the specifications detailed in **SCHEDULE III** written herein under, he/she/it will request the same in writing. If the changes / alterations or additions requested are possible to be provided, the DEVELOPERS shall consent to the same in writing and also an approximate Cost Estimation for the extra work / changes / alterations or additions requested, will be given to the PURCHASER/S and the PURCHASER/S upon accepting the same, will be required to consent the acceptance in writing along with the full payment of the estimated extra cost and the time for handing over possession of the said **Flat** shall be extended depending on the extra work requested by the PURCHASER/S.

The final actual extra cost will however be prepared only after the requested change / alteration or additions are completed in all respects and the said amount shall be paid by the PURCHASER/S to the DEVELOPERS immediately upon the receipt of such a notice of demand from the DEVELOPERS.

2. If the PURCHASER/S fails to pay the amount of the extra cost as stated above, the DEVELOPERS shall not carry out the changes, alterations or additions requested and the said **Flat** will be completed as per the plan annexed to this agreement. In such an event, the DEVELOPERS shall in no way be held liable for not carrying out the requested changes / alterations or additions.

III. Possession

1. The DEVELOPERS shall complete the construction of the said **Flat** within 24 months from the date of this agreement. In case of delay in completion of construction of the said **Flat**, due to unavoidable circumstances beyond the control of the DEVELOPERS such as shortage of building materials, war, civil commotion, acts of god, notices or orders from courts or other authorities or changes in Laws or rules applicable or any unforeseen act or happening etc. the DEVELOPERS shall be entitled to reasonable extension of time for a period of not less than 6 months as and when occasion demands.

2. The PURCHASER/S shall not let, sub-let, sell, transfer, assign or part with his/her/their interest under, or, the benefit of this agreement or part with possession of the said **Flat** unless all the dues payable by him/her/them to the DEVELOPERS under this agreement are fully paid up and that too only if the PURCHASER/S has not been guilty of breach or non-observance of any of the terms and/or conditions of this agreement and unless he/she/it/they obtain prior consent in writing from the DEVELOPERS.

3. The DEVELOPERS shall deliver the said **Flat** for use and possession of the PURCHASER/S, PROVIDED, all the amounts due and payable by the PURCHASER/S to the DEVELOPERS under the terms and conditions of this agreement, regularly and within the stipulated time and also subject to the conditions stated hereinabove.

4. The DEVELOPERS having complied with formalities and all the departmental procedures required for obtaining electricity and water connections / supply to the said Complex, after completing the **Flat** in all respects, the DEVELOPERS shall send a notice to the PURCHASER/S asking to take the possession within 15 days from the receipt of the same, failing which the PURCHASER/S shall be deemed to have taken possession and for the purpose of record the 16th day from

the date of such notice shall be considered as the date of handing over the possession of the said **Flat** to the PURCHASER/S. However the physical possession of the said **Flat** shall be handed over to the PURCHASER/S only after the receipt of the total outstanding amount and other amount payable as specified in clauses herein.

5. In case the PURCHASER/S is unable to take the possession of the said **Flat** personally within the time stipulated, the PURCHASER/S shall be at liberty to authorize through a proper letter of authority, any person/s of his/her/their trust to take-over the possession of the **Flat** on their behalf.

6. The PURCHASER/S shall be bound to sign all the papers and documents and do all that is necessary to obtain electrical/water connection and the DEVELOPERS shall make every effort to obtain the occupancy certificate, electrical, sanitation and water connections on completion of the said **Flat** within the stipulated date, however the DEVELOPERS shall not be responsible for any delay in obtaining such connections from the statutory Authorities if there is any stoppage of issuing connections by the concerned department due to any court order or for any reasons not attributed to the DEVELOPERS. The PURCHASER/S shall in no manner be entitled to refuse taking over possession of the said **Flat** from the DEVELOPERS for the said reasons and shall not be entitled to claim any damages/losses from the DEVELOPERS under any circumstances on the grounds mentioned herein.

7. In the event, on account of change in designs/elevation or for any other reasons, the area of the said **Flat** is increased, the PURCHASER/S at the time of taking over possession of the said **Flat**, shall be liable to pay to the DEVELOPERS for the extra area calculated at the rate stipulated in this agreement. Similarly, if the super built-up area of the said **Flat** is decreased, the DEVELOPERS shall be liable to refund to the PURCHASER/S the amount corresponding to the reduction in area calculated at the rate stipulated in this agreement.

8. The PURCHASER/S after taking possession of the said **Flat** shall have no claim against the DEVELOPERS in respect of any alleged defect in the work in the said **Flat** under any circumstances, however in case of any structural defect, including seepage, if any, being informed by the PURCHASER/S in writing within a period of six months from the date of handing over possession of the said **Flat** or the date of the occupancy certificate whichever is earlier, the DEVELOPERS shall attend to the same. However

cracks/dampness in wall shall not be considered as defective work. Similarly, the DEVELOPERS shall not be responsible for colour/size variation in painting, flooring tiles, natural stones or any sanitary fittings or any expansion and contraction in wood or any other material.

9. That before the execution of the conveyance Deed as stated hereinunder, the DEVELOPERS shall have exclusive right over and in possession of all the open spaces, compound wall, common passages, stilts and stair –cases and in no manner the PURCHASER/S shall claim any right over the same.

IV. Default in Payment

1. That without prejudice to the other rights under this agreement and/or in law of the DEVELOPERS, If there is any default on the part of the PURCHASER/S, to pay the amount to the DEVELOPERS in terms of this agreement, the PURCHASER/S shall be liable, at the option of the DEVELOPERS, to pay to the DEVELOPERS interest at the rate of 15 % per annum on all amounts due and payable by the PURCHASER/S, if any such amount remains unpaid for 7 days or more after becoming due.

V. Termination of Agreement

1.(a)- If the PURCHASER/S commit/s default in payment of any of the installments aforesaid on their respective due dates, and /or in observing and performing any of the terms and conditions of this agreement, the DEVELOPERS shall, without prejudice to their other rights, be at liberty to terminate this agreement after serving a Ten days notice in writing calling upon the PURCHASER/S to pay the sums due along with interest at the rate of 15%. The DEVELOPERS shall, however, on such termination, refund to the PURCHASER/S the amount, if any, which may have till then been paid by the PURCHASER/S to the DEVELOPERS but without any further amount by way of interest or otherwise and after deducting an amount of Rs. 50,000/- (Rupees Fifty thousand only) as liquidated damages from the amount received towards consideration from the PURCHASER/S.

1.(b)- On terminating this agreement under this clause, the DEVELOPERS shall be at liberty to allot and dispose off the said **Flat** to any person as the DEVELOPERS deem fit, and at such price exclusively at the option of the DEVELOPERS. It is expressly agreed by the parties hereto that the DEVELOPERS shall refund the said amount to the PURCHASER/S only after the resale of the **Flat** in question, to any third party.

2. If the DEVELOPERS fails to give possession of the said **Flat** to the PURCHASER/S as agreed or within such extended period as specified hereinabove, then and in such case, the PURCHASER/S shall be entitled to give notice to the DEVELOPERS terminating this agreement in which event the DEVELOPERS shall within four weeks from the receipt of such notice refund to the PURCHASER/S all such amounts, if any, that has been received by the DEVELOPERS from the PURCHASER/S in respect of the said **Flat**, without any interest. However, the DEVELOPERS shall pay to the PURCHASER/S a sum of Rs. 50,000/- (Rupees Fifty Thousand only) as liquidated damages in respect of such termination. Neither Party shall have any other claim against the other in respect of the said **Flat**, or, arising out of this agreement and the DEVELOPERS shall be at liberty to allot and sell the said **Flat** to any other party at its exclusive option.

VI. Formation of Legal entity and Conveyance

1. In case a Co-operative Housing Society or Association of flats, owners is formed in respect of the said subject complexes the PURCHASER/S or its assignees/ nominees shall join the Housing Co-operative Society or Association of flat owners that may be incorporated and observe all rules and regulations adopted by such an association or a Co-Operative Society which is formed under the Co-operative Law by its promoters and members. It is hereby made very clear by the DEVELOPERS that the DEVELOPERS shall only assist the PURCHASER/S in forming the Co-Operative Housing Society or an association of the PURCHASER/S or any other entity for holding and/or maintaining the said Scheme. The DEVELOPERS shall not be responsible for the formation and the Registration of the society /Entity/Association.

2. The PURCHASER/S shall be bound to sign all the papers and documents and do all that is required from time to time to execute the conveyance or for the formation of the Co-operative society.

3. The DEVELOPERS undertakes to convey get conveyed the **Flat**, the building along with the land in favour of the Co-operative Housing society if it is formed. The PURCHASER/S shall in such case shall be jointly liable to contribute towards stamp-duty, registration fees, legal fees and all other expenses.
4. In case of non- formation of the society, the DEVELOPERS undertakes to convey/get conveyed in favour of the PURCHASER/S all the said Flats, and the undivided right, title and interest to the proportionate share of land corresponding to his/her respective **Flat** and each PURCHASER/S shall be liable to contribute towards stamp-duty, registration fees, legal fees and whatsoever amount that may be involved towards the execution of the said Conveyance.
5. The PURCHASER/S shall at no time demand the partition of their rights or interest in the said property, and it will be a pre – condition that the interest, rights, of the PURCHASER/S or its assignees/ nominees shall always be inseparable.
6. If at any time prior to the execution of Deed of Conveyance as stipulated in this Agreement or prior to the registration of the society, the Floor Area Ratio presently applicable to the said plot is increased, such increase shall be for the exclusive benefit of the DEVELOPERS and additional construction of second phase thereon shall exclusively vest with the DEVELOPERS.

VIII. Deposits and Outgoing charges

1. The PURCHASER/S agree/s and binds himself / herself / themselves to pay to the DEVELOPERS at the time of taking possession of the said **Flat** all amounts such as amount towards the conveyance as stated above or for the formation of the Co-operative society ,also the proportionate share of the PURCHASER/S towards the Municipal and other taxes that might be levied from time to time, amount towards Infrastructure tax, vat if applicable, service tax etc.
2. The PURCHASER/S shall also at the time of taking over possession of the said **Flat** pay to the DEVELOPERS initially an amount of **Rs. 1,43,970/- (Rupees One Lakh Forty Three Thousand Nine Hundred Seventy only)** as his/her/their contribution towards the "Maintenance Fund" and shall also pay the amount towards the day-to-day services, amount towards common outgoing charges such as amount towards common

electricity/water bills, security services, garden maintenance etc. (which shall be revised from time to time by the DEVELOPERS/society or association/entity formed of the Owners/residents of the Flat in the said complex) as given hereinunder:

Maintenance Fund

i) Interest free deposit (transferable to the Society/Association)	- Rs.1,43,970/-
ii) Electrical meter/Deposit (Non Refundable)	- Rs. 10,000/-
iii) Electrical Transformer	- Rs. 45,000/-
iv) Infrastructure Tax (Non - Refundable)	- Rs. 19,196/-
v) Legal Fees (Non – Refundable)	- Rs. 3,000/-
vi) Membership of entity (Non-Refundable)	- Rs. 501/-

Any other Taxes other than stated above, levied against the said **Flat** shall be paid by the PURCHASER/S as per the details given by the DEVELOPERS.

3. Any additional costs, besides the above incurred towards electrical transformer, water pipeline or any such infrastructure costs specifically pertaining to this development shall be charged proportionately to the PURCHASER/S.

IX. General

1. The PURCHASER/S shall from the date of possession, maintain the said **Flat** at his/her/their costs and shall not do or suffer to be done anything or to the external look of the said **Flat** or the staircase and common passage or the compound, nor shall the PURCHASER/S change, alter the externals of the said **Flat** or the building or any part thereof. The PURCHASER/S shall be bound to maintain the externals of the said **Flat** in uniformity with the other Flats as regards the colour, wood work, grills etc. The PURCHASER/S shall be responsible for any breach of these conditions.

2. The PURCHASER/S shall use the said **Flat** exclusively for the residential purpose.

3. Nothing contained in these presents is intended to be, nor, shall be construed to be a grant, demise or assignment in law of the said **Flat** or of the said undivided right, title and interest to the proportionate share of the said Flat or any part thereof.

4. Each PURCHASER/S shall be allotted a Parking slot in the said complex "**FERREIRA MANOR**" against each Flat as demarcated by the DEVELOPERS. The PURCHASER/S shall be entitled to park only one light vehicle/ two wheelers in each such area. The DEVELOPERS however may retain/sell/allot some parking slots to any one of their choice.

5. The PURCHASER/S along with the other PURCHASER/S of the flats in the said complex shall be entitled to the use of the garden area, other common areas within the said complex.

6. The PURCHASER/S hereby admits that the title and interest of the PURCHASER/S to the undivided proportionate land of the said plot shall be joint and non separable.

7. All letters, notices, communications to the said PURCHASER/S shall be addressed as under :-

Any letters, reminders, notices, documents, papers, etc., sent to the said notified address or at the changed address (if intimated by the PURCHASER/S), by Registered A. D. or Under Certificate of Posting shall be deemed to have been lawfully served to the PURCHASER/S.

8. All disputes which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses and conditions of this agreement, and / or, about the performance of these presents or concerning any

act of omission or commission of the other party to the disputes, or to any act which ought to be done by the parties in dispute, or, in relation to any matter whatsoever concerning this agreement shall be referred to the appropriate court of the Law within Goa Jurisdiction.

9. The original of this Agreement shall be with the PURCHASER/S and the duplicate thereof with the DEVELOPERS.

10. The possession of the said Flat is not given.

SCHEDULE – I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT PROPERTY known as ZAMBEACHY ADDY or ZAMBEACHI ADDY situated at Ward Duler, bearing Chalta No.8 of P.T. Sheet No.42 of the City Survey Mapusa, within the jurisdiction of Mapusa Municipal Council, Taluka and Sub-District of Bardez, District of north Goa, State of Goa and not found described in the Land Registration Office of Bardez, at Mapusa, Goa but found enrolled in the Taluka Revenue Office of Bardez under Matriz No.2334 of the third circumscription admeasuring 987 square meters and bounded as follows:

ON THE EAST:	By public road;
ON THE WEST:	By the property bearing Chalta No 1-A of P.T. Sheet No. 45;
ON THE NORTH:	By the properties bearing Chalta No.7 and 5 of P.T. Sheet No.45 and;
ON THE SOUTH:	By the property bearing Chalta No.8 of P.T. Sheet No.45.

SCHEDULE II

(DESCRIPTION OF THE FLAT AND PARKING SLOT)

All that **Flat No. _____** as shown in the plan annexed herewith) having a super built-up area of **95.98** Square Metres (The word super built up area shall be construed as built up area of the Flat with the area of the balconies and proportionate incidences of common areas such as staircase, passages, etc.)

located on the _____ floor and along with a parking slot no. _____ located in the Stilt/ Basement in the said complex "**FERREIRA MANOR**" constructed on the Plot described in **SCHEDULE I**.

SCHEDULE - III

(BUILDING SPECIFICATION)

(Fixtures, Fittings and amenities)

STRUCTURE:

R.C.C. framed structure with 23 cms/20 cms thick Laterite/Cement Block/Full Brick External walls and 11 cms. (4 ½") thick half brick partition walls.

WALL FINISH:

All external surface of the building shall be plastered with double coat sandfaced cement plaster finished with waterproof cement paint.

All internal walls shall be plastered with single coat cement plaster and finished with oil bound distemper paint. All ceilings shall be white-washed.

FLOORING:

The flooring and skirting for the flat shall be of ceramic/Vitrified tiles (Basic rate of Tiles shall be Rs.400/Sq.m).

DOORS & WINDOWS:

The door frames shall be of 4" x 2½" size in Teakwood/Salwood. All door shutters shall be of solid core 30mm thick flush/Blockboard doors which shall be French polished/oil painted or FRP door shutters. The windows shall be of wooden / Aluminium shutters with 3 mm. transparent/pinned glass.

All the door shutters shall be provided with M.S. anodized hinges and Aluminium fixtures & fittings. The main door shall be provided with a superior quality Night latch.

KITCHEN:

It shall be provided with a cooking platform with black Granite counter top and a stainless steel sink. The wall backing the kitchen platform shall be provided with 60 cm ceramic tile dado.

TOILET BLOCK:

It shall have ceramic tile flooring and a dado with ceramic glazed tiles. Toilet shall be provided with European commode, a wash basin, tap and shower rose. All sanitary ware shall be white in colour.

ELECTRICAL:

Wiring to be in the best quality cables concealed in walls and slabs using copper conductors, with modular switches. Points to be provided are as follows:

(a) Living	:	2	Light point
		1	Fan Point
		1	5 Amp point
		1	5 Amp T.V point
		1	Telephone point
		1	Bell point
(b) Bedroom	:	1	Light point
		1	Fan point
		1	5 Amp point
		1	5 Amp point at Bed level
(c) Kitchen	:	1	Light point
		1	5 Amp Point
		1	15 Amp Point
(d) Toilet	:	1	Light point
		1	15 Amp Geyser point
(e) Balcony	:	1	Light point

All fixtures including fans are to be provided by the PURCHASER/S.

PLUMBING & DRAINAGE:

All toilets shall have concealed plumbing lines. Rain water drainage shall be in P.V.C. down take Pipes. Plumbing mains and distribution in P.V.C pipes. To ensure 24 hours water supply, the building shall be provided with a sump with pump and overhead Water tank.

ROOFING:

RCC sloping slab with Mangalore tiles/ Galvalume Sheets.

GENERAL:

Each owner shall obtain for their premises permanent electric connection from the Electricity Departments. The **DEVELOPERS** shall provide the **PURCHASER/S** with the required electrical test report for that purpose. The requisite metre deposit/service charges and other such expenses shall be borne by the respective premises holders.

SCHEDULE IV**(MODE OF PAYMENT)**

- | | |
|-----------------------------------|-------------|
| 1. On Booking & Signing Agreement | Rs. _____/- |
| 2. On commencement of Plinth | Rs. _____/- |
| 3. On Commencement I Slab | Rs. _____/- |
| 4. On Commencement II Slab | Rs. _____/- |
| 5. On Commencement III Slab | Rs. _____/- |
| 6. On Commencement of Masonry | Rs. _____/- |
| 7. On Commencement of Plaster | Rs. _____/- |
| 8. On Commencement of Tiling | Rs. _____/- |
| 9. On Commencement of Painting | Rs. _____/- |
| 10. On Handing over Possession | Rs. _____/- |

And other amounts shall payable in terms of this agreement.

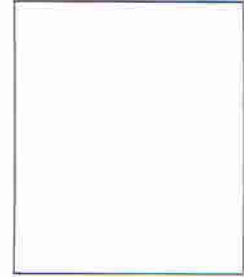
IN WITNESS WHEREOF parties hereto have set their hands on this day and date first hereinabove mention

SIGNED, SEALED AND DELIVERED by the within named

For & on behalf of

DEVELOPERS:

M/s. NADKARNI LIBRA DEVELOPERS



MR. VIRESH K. NADKARNI

LEFT HAND IMPRESSION

RIGHT HAND IMPRESSION

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

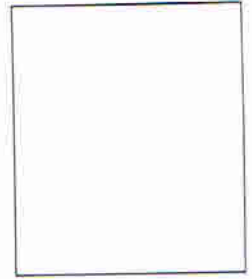
4. _____

4. _____

5. _____

5. _____

SIGNED, SEALED AND DELIVERED by the within named
PURCHASER/S



MR./MRS. _____

LEFT HAND IMPRESSION

RIGHT HAND IMPRESSION

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

WITNESSES:

(1) Sign : _____

Name : _____

Address : _____

(2) Sign : _____

Name : _____

Address : _____

Henceforth the
Agreement for
Sale (Draft)
shall be **RERA**
compliant as
follows:

ANNEXURE 'A'

Model Form of Agreement to be entered into between Promoter and Allottee(s)

{See rule 10(1)}

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

Model Form of Agreement

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 authorised to construct buildings on the project land in accordance with the recitals herein above;

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

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

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

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at under No.; authenticated copy is attached in Annexure;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

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

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

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

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No.;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable);

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

1. The Promoter shall construct the said building/s consisting of basement and ground/stilt/ podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. Metres. The apartment shall also have an exclusive carpet area of balcony ofsqmts with an exclusive terrace area..... sqmts if any, on floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

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

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

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. (Rupees) in the following manner:

i. Amount of Rs./- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs./- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located or 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 Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

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

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

5. The fixtures and fittings with regard to the 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 Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20..... 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 Promoter 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 Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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 Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the appartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promotor shall not be liable to rectify or pay compensation. But the promotor 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/office/show-room/shop/godown for carrying on any industry or business. (*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society

or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the 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 Promoter, the following amounts:—

(i) Rs. for share money, application entrance fee of the Society or Limited Company/ Federation/Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. as legal charges.

(vii) Rs. as infrastructure Tax.

(viii) Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter 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 Promoter hereby represents and warrants to the Allottee as follows:—

- i. The Promoter 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 Promoter 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 Promoter 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 Promoter 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 Promoter 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] 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 allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the 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 Promoter 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 bye-laws 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 Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the 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 Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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 Promoter shall maintain a separate account in respect of sums received by the Promoter 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. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, 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 ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address)

Notified Email ID:

M/s Promoter name

(Promoter Address)

Notified Email ID:

It shall be the duty of the Allottee and the promoter 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 promoter 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 Promoter to the Allottee 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, 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.

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) 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)

At 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 the 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,

By order and in the name of the Governor of Goa.

J. ASHOK KUMAR, IAS, Director & ex officio Addl. Secretary (Urban Development),

Panaji, 23rd November, 2017.

Notification

11/43/2017-DMA/2468

Whereas, the draft rules, namely, the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017 which the Government of Goa proposed to make in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) were pre-published vide Notification No. 11/43/2017-DMA/1571 dated 31/8/2017, in the Official Gazette, Extraordinary No. 2, Series I No. 22, dated 31st August, 2017, inviting objections or suggestion from all persons likely to be affected thereby within ten days from the date of publication of the said Notification in the Official Gazette;

And whereas, the said Official Gazette was made available to the public on 31st August, 2017;

And whereas, no objections or suggestions have been received from the public on the said draft Rules by the Government within the stipulated period.

Now, therefore, in exercise of the powers conferred by sub-section (1) and clauses (oa), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules, namely:—

1. *Short title and commencement.*— (1) These rules may be called the Goa Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable Forms of Complaints and Appeal etc.) Rules, 2017.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. *Definitions.*— In these rules, unless the context otherwise requires,—

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act No. 16 of 2016);

(b) "Appellate Tribunal" means the Goa Real Estate Appellate Tribunal established under sub-section (1) of section 43 by the Government by notification in the Official Gazette;