

**AGREEMENT FOR SALE**

THIS AGREEMENT is made at Ilhas, Tiswadi-Goa on this \_\_\_\_ day of \_\_\_\_ of the year two thousand and eighteen by and

**BETWEEN:**

**M/S. JAI BHUVAN BUILDERS PVT. LTD.**, a company registered under the Companies Act 1956, having Pan Card No. AAACJ0967G, represented by its Executive Director **MR. RAJESH SADANAND SHETH**, aged 47 years, son of late Sadanand Sheshgiri Shet, married, businessman, Indian National, having office at SM/101, Nova Cidade Complex, Alto Porvorim, Goa 403 521, hereinafter referred to as **“VENDOR/PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the **ONE PART;**

**AND**

**Shri.** \_\_\_\_\_, son/daughter of \_\_\_\_\_, aged about \_\_\_ years, married\_\_\_, service\_\_\_, holding PAN Card no.\_\_\_\_\_, Indian National, resident of \_\_\_\_\_ hereinafter referred to as **“PURCHASER/ALLOTTEE”** (which expression shall unless it be repugnant to the context or

meaning therefore is deemed to include his heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

That the Promoter has represented to the Allottee/s as under:

A. That there exists a property known as “**COMBEACHY GALLI**” or “**SAUNRICHY GALLI**” and or “**GONBEACHY GALLI**” totally admeasuring 2,47,925 sq.mtrs surveyed under Survey no. 291/1 of Village Carambolim, situated at Carambolim, Ilhas, Goa, within the limits of Village Panchayat of Carambolim, Sub District of Ilhas, District of North, State of Goa, not described in Land Registration Office of Ilhas both properties registered in Taluka Revenue Office of Tiswadi, under Matriz No. 111 and the aforesaid two properties forms a distinct and independent property and shall herein after be referred to as the “**said larger property**”. The said larger property is bounded as under:

**North** : by the boundary of Ella Village and Survey No. 2 of Village Carambolim

**South** : by the property surveyed under Survey No. 289 and 290/1 of Village Carambolim

**West** : by the property surveyed under Survey No. 289 of Village Carambolim and by road from Se Old Goa to Pilar;

**East** : by the property surveyed under Survey No. 290/1, 292/1 and 292/2 of Village Carambolim.

B. That said larger property originally belonged to one Mr. Jose Luis Antonio Excelso da Silva and his wife from the first nuptials Luiza Cecilia Viegas.

C. That somewhere in the year 1929, said Mrs. Luiza Cecilia Viegas expired and upon her death said Mr. Jose Luis Antonio Excelso da Silva got married to Olinda Josea Fernandes in his second nuptial.

D. That said Mr. Jose Luis Antonio Excelso da Silva expired on 09/10/1948 and upon his death an Inventory Proceeding came to be instituted by said Olinda Josea Fernandes in the Court of Judicial Division of Bardez namely Inventory Proceeding No. 45/1949 and by virtue of Statement of Oath it came to be declared by the Head of the Family that said Mr. Jose Luis Antonio Excelso da Silva expired leaving behind as his sole heir his only son Mr. Jose Excelso Nelson Anunciacao da Silva alias Nelson Da Silva from his first nuptial and from his second nuptial he expired leaving behind as moiety holder said Olinda Josefa Fernandes and as sole and universal heirs following children namely :

- i. Nelson Da Silva alias Jose Excelso Nelson Anuciacao da Silva Viegas;

- ii. Ms. Clotildas Luiza Carlota Prescila Consolacoa da Silva;
- iii. Mr. Romulo Saluzinho da Silva;
- iv. Mr. Venusto Agnelo Augusto Da Silva;
- v. Mr. Miniato Jose Agnelo da Silva.

E. That in the said Inventory Proceeding, the said larger property came to be listed at Item No. 8, 9 & 10 and as per the Statement of Partition at Folio 209, the said larger property came to be allotted to the afore referred heirs of late Mr. Jose Luis Antonio Excelso da Silva in the following shares:

- i. Mrs. Olinda Josefa Fernandes – 1/6<sup>th</sup> share
- ii. Nelson Da Silva alias Jose Excelso Nelson Anuciacao da Silva Viegas – 1/6<sup>th</sup> share
- iii. Ms. Clotildas Luiza Carlota Prescila Consolacoa da Silva – 1/6<sup>th</sup> share
- iv. Mr. Romulo Saluzinho da Silva – 1/6<sup>th</sup> share
- v. Mr. Venusto Agnelo Augusto Da Silva – 1/6<sup>th</sup> share
- vi. Mr. Miniato Jose Agnelo da Silva – 1/6<sup>th</sup> share

F. That the Statement of Partition at Folio at Folio 209 came to be confirmed and made absolute vide Order dated 11/07/1951 passed by the Court of Judicial Division at Bardez in the said Inventory Proceeding No. 45/1949. As such by virtue of the said Order dated 11/07/1951, the afore

referred heirs of Mr. Jose Luis Antonio Excelso da Silva became the co-owners in respect of the said larger property.

G. That by Deed of Donation with Acceptance dated 02/03/1957 drawn at Folio 43 onwards of the Book of Deeds No. 570 before the then Notary Mr. Camilo Antonio Henrique do Rosario e Souza of Bardez at Mapusa, said Ms. Clotildes Luiza Carlota Prescila Consolacoa da Silva in the status of spinster gifted her 1/6<sup>th</sup> share in favour of Nelson da Silva alias Jose Excelso Nelson Anuciacao da Silva Viegas.

H. That said Mr. Venusto Agnelo Augusto Da Silva expired on 18/06/1980 leaving behind as moiety holder and his widow Alzira Verediana Rosario Viegas e Da Silva and as sole and universal heir his only daughter Mrs. Clotildes Olinda Francisca Da Silva e Braganca.

I. That by Will dated 01/09/1982 drawn before the Notary Ex-Officio of the judicial Division of Bardez at Mapusa at Folio 43 reverse onwards of the Book of Wills no. 120, Mrs. Olinda Josefa Fernandes e Da Silva bequeathed all her disposable share in the said larger property in favour of her son Mr. Miniato Agnelo da Silva and daughter in law Alzira Verediana Rosario Viegas e Da Silva.

J. That said Mrs. Olinda Josefa Fernandes e Da Silva expired on 16/10/1986 and upon her death her 1/6th share in the said larger property devolved unto said Mr. Miniato Agnelo da Silva, Alzira Verediana Rosario Viegas e Da Silva and her daughter Mrs. Clotildes Olinda Francisca Da Silva e Braganca.

K. That said Mr. Romulo Saluzinho da Silva expired on 05/05/1988 leaving behind as his moiety holder and widow Mrs. Maria Antoniette Angela da Silva and as sole and universal heir his only son Mr. Anthony Joe Luis Savio da Silva.

L. That said Mr. Nelson Da Silva alias Jose Excelso Nelson Anuciacao da Silva Viegas expired on 18/09/1992 leaving behind as his moiety holder Mrs. Arminda Clara Jacqueline Thomas Esperance da Cruz and as sole and universal heirs his two daughters namely :-

a) Mrs. Beverly Maria Cecilia Da Silva e Coelho married to Mr. Joao Placido Francisco Coelho.

b) Mrs. Ninoshca Jacqueline Perpetua da Silva e Souza married to Mr. Brian D'souza.

M. That said Mrs. Arminda Clara Jacqueline Tomas Esperanca Da Cruz e Da Silva alias Arminda Clara Da Silva, Mrs.

Beverly Maria Cecilia Da Silva e Coelho and her husband Mr. Joao Placido Francisco Coelho, Mrs. Ninoshca Jacqueline Perpetua Da Silva e D'Souza and her husband Mr. Brian D'Souza, Mrs. Maria Antonietta Angela Da Silva, Anthony Joe Luis Savio Da Silva, Mrs. Alzira Verediana Rosalia Viegas e Da Silva, Mrs. Clotildes Olinda Francisca Da Silva e Braganca and her husband Mr. Jose Antonio Braganca, Mr. Miniato Jose Agnelo Da Silva became absolute owners in possession of the said larger property.

N. That by Agreement of Sale dated 09/07/1997, said Mrs. Arminda Clara Jacqueline Tomas Esperanca Da Cruz e Da Silva alias Arminda Clara Da Silva, Mrs. Beverly Maria Cecilia Da Silva e Coelho and her husband Mr. Joao Placido Francisco Coelho, Mrs. Ninoshca Jacqueline Perpetua Da Silva e D'Souza and her husband Mr. Brian D'Souza, Mrs. Maria Antonietta Angela Da Silva, Anthony Joe Luis Savio Da Silva, Mrs. Alzira Verediana Rosalia Viegas e Da Silva, Mrs. Clotildes Olinda Francisca Da Silva e Braganca and her husband Mr. Jose Antonio Braganca, Mr. Miniato Jose Agnelo Da Silva agreed to sell the said larger property to Mr. Selwyn Agnelo Botelho.

O. That said Mr. Selwyn Agnelo Botelho with an intention to develop the said larger property sub-divided the same into

three plots namely Plot A admeasuring 1,10,000 sq.mtrs, Plot B admeasuring 1,10,000 sq.mtrs and Plot C admeasuring 27,925 sq.mtrs. and named the scheme of sub divided plots as “Colonia de Rita e Clotidles Lobo da Silva”.

P. That in pursuance of the Agreement of Sale dated 09/07/1997, by a Deed of Sale dated 19/08/2003, registered before the Sub Registrar of Ilhas under No. 1114 at pages 523 to 556, Book No. I, Volume No. 1308 dated 27/04/2004, said Mrs. Arminda Clara Jacqueline Tomas Esperanca Da Cruz e Da Silva alias Arminda Clara Da Silva, Mrs. Beverly Maria Cecilia Da Silva e Coelho and her husband Mr. Joao Placido Francisco Coelho, Mrs. Ninoshca Jacqueline Perpetua Da Silva e D’Souza and her husband Mr. Brian D’Souza, Mrs. Maria Antonietta Angela Da Silva, Anthony Joe Luis Savio Da Silva, Mrs. Alzira Verediana Rosalia Viegas e Da Silva, Mrs. Clotildes Olinda Francisca Da Silva e Braganca and her husband Mr. Jose Antonio Braganca, Mr. Miniato Jose Agnelo Da Silva sold and or transferred the Plot A admeasuring 1,10,000 sq.mtrs to Mr. Selwyn Agnelo Botelho.

Q. That by another Deed of Sale dated 25/08/2003, registered before the Sub Registrar of Ilhas under No. 1115 at pages 557 to 592, Book No. I, Volume No. 1308 dated 28/04/2004, Mrs. Arminda Clara Jacqueline Tomas Esperanca Da Cruz e Da



Silva alias Arminda Clara Da Silva, Mrs. Beverly Maria Cecilia Da Silva e Coelho and her husband Mr. Joao Placido Francisco Coelho, Mrs. Ninoshca Jacqueline Perpetua Da Silva e D'Souza and her husband Mr. Brian D'Souza, Mrs. Maria Antonietta Angela Da Silva, Anthony Joe Luis Savio Da Silva, Mrs. Alzira Verediana Rosalia Viegas e Da Silva, Mrs. Clotildes Olinda Francisca Da Silva e Braganca and her husband Mr. Jose Antonio Braganca, Mr. Miniato Jose Agnelo Da Silva sold and or transferred Plot B admeasuring 1,10,000 sq.mtrs to Mr. Selwyn Agnelo Botelho.

- R. That by Deed of Sale dated 20/08/2003, registered before the Sub Registrar of Ilhas under No. 1112 at pages 458 to 500, Book No. I, Volume No. 1308 dated 27/04/2004, Mrs. Arminda Clara Jacqueline Tomas Esperanca Da Cruz e Da Silva alias Arminda Clara Da Silva, Mrs. Beverly Maria Cecilia Da Silva e Coelho and her husband Mr. Joao Placido Francisco Coelho, Mrs. Ninoshca Jacqueline Perpetua Da Silva e D'Souza and her husband Mr. Brian D'Souza, Mrs. Maria Antonietta Angela Da Silva, Anthony Joe Luis Savio Da Silva, Mrs. Alzira Verediana Rosalia Viegas e Da Silva, Mrs. Clotildes Olinda Francisca Da Silva e Braganca and her husband Mr. Jose Antonio Braganca, Mr. Miniato Jose Agnelo Da Silva with the intervention of Mr. Selwyn Agnelo Botelho as a Confirming Party sold and or transferred Plot C

admeasuring 27,925 sq.mtrs to Mr. Joao Fernandes also known as Ghanashyam S. Satoskar.

S. That by virtue of the afore referred two Deed of Sale dated 19/08/2003 and Deed of Sale dated 25/08/2003 said Mr. Selwyn Agnelo Botelho became the absolute owner in possession of two plots namely Plot A admeasuring 1,10,000 sq.mtrs and Plot B admeasuring 1,10,000 sq.mtrs and by Deed of Sale dated 20/08/2003 said Mr. Joao Fernandes also known as Ghanashyam S. Satoskar became the absolute owner in possession of Plot C admeasuring 27,925 sq.mtrs.

T. That said Mr. Selwyn Agnelo Botelho was married to Mrs. Shirley Botelho under the regime of communion of assets as such by virtue of marriage they jointly became the owners in possession of the said Plot A admeasuring 1,10,000 sq.mtrs and Plot B admeasuring 1,10,000 sq.mtrs.

U. That by an Agreement for Development and Sale dated 01/11/2004, registered before the Sub Registrar of Ilhas under No. 3099 of Book No. I, Volume No. 1391, Mr. Selwyn Agnelo Botelho and his wife Smt. Shirley Anne Marie Botelho, Mr. Joao Fernandes also known as Ghanashyam S. Satoskar and his wife Smt. Sushila Ghanasyam Satoskar agreed to sell and or transfer an area approximately 2,00,000 sq. mts. out

of the said three plots namely Plot A admeasuring 1,10,000 sq.mtrs., Plot B admeasuring 1,10,000 sq.mtrs and Plot C admeasuring 27,925 sq.mtrs being an area of 85,000 sq. mts. out of Plot A, an area of 85,000 sq. mts. out of Plot B and the entire area admeasuring 27,925 sq.mtrs of Plot C to the Promoters.

V. That Addendum dated 06/10/2005 to the Agreement dated 01/11/2004, came to be executed before Notary Shri. Wilfred A. F. Boadita, Panaji under Reg. No. 9635/05 dated 06/10/2005 wherein the Promoters herein rescheduled the payments of balance amounts as stipulated by the parties to the said Agreement dated 01/11/2004.

W. That by Deed of Sale dated 18/11/2005, registered before the Sub Registrar of Ilhas under No. 3628 at pages 323 to 392, Book No. I, Volume No. 1569 dated 18/11/2005, said Shri. Selwyn Agnelo Botelho and Smt. Shirley Anne Marie Botelho sold and or transferred an area admeasuring 85,000 sq.mtrs. being the portion of Plot No. A in favour of Promoters herein.

X. That by Deed of Sale dated 18/11/2005, registered before the Sub Registrar of Ilhas under No. 3629 at pages 393 to 462, Book No. I, Volume No. 1569 dated 18/11/2005, said Shri. Selwyn Agnelo Botelho and Smt. Shirley Anne Marie Botelho

sold and or transferred an area admeasuring 87,075 sq.mtrs. being the portion of Plot No. B in favour of Promoters herein.

Y. That by Deed of Sale dated 18/11/2005, registered before the Sub Registrar of Ilhas under No. 3631 at pages 505 to 545, Book No. I, Volume No. 1569 dated 21/11/2005, said Shri. Ghanashyam Sadashiv Satoskar also known as Joao Fernandes and his wife Smt. Sushila Ghanasyam Satoskar sold and or transferred the Plot No. C admeasuring 27,925 sq.mtrs. in favour of Promoters herein.

Z. That by virtue of the afore referred three separate Deed of Sale dated 18/11/2005 the Promoters herein became the absolute owners in possession of an area admeasuring 85,000 sq.mtrs. being the portion of Plot No. A, an area admeasuring 87,075 sq.mtrs. being the portion of Plot No. B and Plot No. C admeasuring 27,925 sq.mtrs. the said areas 85,000 sq.mtrs., 87,075 sq.mtrs. and 27,925 sq.mtrs. totally as a unit admeasuring 2,00,000 sq. mts. shall hereinafter be referred to as the **“said portion of land”** and is better described in **Schedule I hereto**.

AA. That upon purchase of the said portion of land, the Promoter herein effected mutation and got their name entered into in

Form I & XIV in the occupant's column with respect to said portion of land better described in Schedule I hereto.

BB. The Promoter herein obtained Conversion Sanad dated 08/01/2009 bearing Ref. No. RB/CNV/TIS/38/2008 granted by the Office of the Collector, North Goa District, Panaji Goa with respect to said portion of land and with an intention to develop and sub divide the said portion of land, obtaining necessary permissions and licenses from the competent authorities namely:-

- i. Technical Clearance Order dated 05/07/2012 bearing Ref. No. Tis/4800/CAR/TCP/12/696 issued by the Town and Country Planning Department, Panaji Goa for carrying out sub division of land (Final).
- ii. Final No Objection Certificate dated 09/07/2012 bearing Ref. No. VP/CAR/2012-2013/291 issued by the Village Panchayat of Carambolim, Goa for the proposed sub division of the said property surveyed under Survey No. 291/1-A of Village Carambolim.

CC. Upon obtaining all the afore referred licenses the Promoters herein sub divided the said portion of land into various plots and one of such plot is Plot No. 83 admeasuring 3300 sq.mtrs surveyed under Survey No. 291/1-A of Village Carambolim. The said Plot No. 83 admeasuring 3300 sq.mtrs shall herein

after be referred to as the “**said property**” better described in **Schedule II** hereto.

DD. That the Promoters with an intention to construct a residential complex in said Plot No. 83 admeasuring 3300 sq. mtrs surveyed under Survey No. 291/1-A of Village Carambolim obtained necessary permissions from the competent authorities namely :-

- i. Development Permission / Order dated 07/08/2018 bearing Ref. No. GPPDA/99/CAR/614/2018 issued by the Greater Panaji Planning and Development Authority, Panaji Goa.
- ii. Construction License dated 21/09/2018 bearing No. VP/CAR/61/2018-19/08 issued by the Village Panchayat of Carambolim, Goa.
- iii. Provisional No Objection Certificate dated 03/09/2018 bearing No. PHCC/COR/NOC/2018-19/1327 issued by the Directorate of Health Services, Primary Health Centre, Corlim, Goa.

EE. That upon obtaining the afore referred licenses, permission and approvals, the Promoter herein, is carrying out the construction of a residential complex in the name and style of “**In Nature’s Lap**” comprising of various apartments, flats and

or units in the said property better described in **Schedule II** hereto.

FF. **AND WHEREAS** the Promoter has registered the said residential complex under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority at Goa under No. \_\_\_\_\_.

GG. **AND WHEREAS** the Promoter by virtue of the said afore referred three separate Deed of Sale dated 18/11/2005 are the absolute owners in possession of the said property and by virtue of the licenses, permissions and approvals referred to above, the Promoter has sole and exclusive right to sell the said buildings/Apartment/Flats in the said Project i.e. “In **Nature’s Lap**” to be constructed by him on the said property and to enter into Agreement with the Allottee/Purchaser of the said Apartment/Flats and to receive the sale consideration in respect thereof.

HH. **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 said property and the 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 thereunder of the Promoter; and the Allottee has acknowledged the receipt of the same and the same is to the Allottee's satisfaction.

II. **AND WHEREAS** the ALLOTTEE has approached the PROMOTER / VENDOR with a request to purchase an apartment in the said project known as "In Nature's Lap" more particularly identified as Apartment / Flat bearing No. -- ---- admeasuring ---- sq.mtrs of Type 1 BHK / Studios / Studios with terrace situated on the ----- floor of the building known as "**In Nature's Lap**" .(herein after referred to as "**THE SAID FLAT**" and described in **SCHEDULE-III** hereunder) being constructed on the Said Property by the Promoter for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

JJ. **AND WHEREAS** upon finalising the terms and conditions for purchase of the said apartment, the PROMOTER / VENDOR handed over all the documents pertaining to the title of the said property along with the documents pertaining to the permissions granted by the Competent Authorities for the said project unto the PURCHASER/ALLOTTEE. The PURCHASER/ALLOTTEE on being satisfied with the title of



the PROMOTER / VENDOR in respect of the said property and on being satisfied with the respective permissions granted by the Competent Authorities has agreed to purchase the said flat/apartment as sanctioned and approved by the competent authorities.

KK. **AND WHEREAS** the Floor Plan of the said flat agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto and shall hereinafter be referred to as “**ANNEXURE A**”.

LL. **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.

MM. **AND WHEREAS** under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908(Central Act 16 of 1908).

NN. **AND WHEREAS** the PURCHASER/ALLOTTEE on having verified the title of the said flat and having acquired the entire knowledge of the permissions granted by the competent authorities and is fully aware of all the terms and conditions contained in the respective permissions granted by the competent authorities. The PURCHASER/ALLOTTEE on having read the contents of this instrument is also fully aware and has full knowledge of terms and conditions set out in this instrument which have been fully understood by the PURCHASER/ALLOTTEE and upon having fully understood the entire terms of the agreement has agreed to purchase the said flat.

OO. **AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Flat along with the parking and other amenities on terms and conditions hereunder set out.

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

1. The PROMOTER/VENDOR shall construct and the PURCHASER/ALLOTTEE shall purchase all that part and parcel of the said flat identified as Apartment No. ---- situated on the \_\_\_ floor of the building known as \_\_\_\_\_ located in the project known as “**In Nature’s Lap**” which project is constructed in Plot No. 83, property bearing Survey No. 291/1-A situated at Village Carambolim, which flat has been constructed by the PROMOTER/VENDOR in accordance with the plans approved by the competent authorities.

**2. CONSIDERATION:**

a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Flat No. \_\_\_ of Type 1 BHK / Studios / Studios with terrace with carpet area admeasuring \_\_\_ sq. mts. (\_\_\_ sq. ft.), subject to variation of 4% thereof, exclusive balcony carpet area admeasuring \_\_\_ sq. mts. (\_\_\_ sq. ft.), subject to variation of 4% thereof , built up area admeasuring \_\_\_ sq.mts (\_\_\_ sq. ft.), subject to variation of 4% thereof, carpet for common area calculation admeasuring \_\_\_ sq. mts.(\_\_\_ sq.ft.), subject to variation of 4% thereof, common area of entire project i.e. pool, parking, road and amenities admeasuring \_\_\_ sq.mts.(\_\_\_sq.ft.) subject to variation of 4% thereof situated on the \_\_\_ Floor in “\_\_\_” of the building known as “\_\_\_\_\_” herein for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which includes the

proportionate incidence of common areas and facilities appurtenant to the said Flat together with the proportionate undivided share to the said property corresponding to the said Flat.

**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 said Flat of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.

**b)** The Allottee has paid to the Promoter a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, prior to the execution of these presents, being an advance payment as provided in Section 13 of the said Act (the payment and receipt whereof the Promoter hereby admit and acknowledge) after deducting an amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** towards 1% TDS as per the provisions of The Income Tax Act and the Allottee has agreed to pay the balance of the sale consideration as per the **PAYMENT PLAN** as mutually agreed between the parties, more particularly described in **SCHEDULE – IV** hereunder.

**c)** The Allottee shall pay to the Promoter, Goods and Services Tax (GST) @ 8% at the time of Payment of every instalment towards purchase of the said Flat. The input tax credit as contemplated under Central Service and Goods Tax Act 2017 has been passed on by the Vendor to the Allottee by way on

commensurate reduction which has been duly transferred unto the Allottee in the consideration of the said flat.

**d)** The Total Price (i.e. Consideration amount) above excludes Taxes (consisting of tax paid or payable by the Promoter) 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 Promoter up to the date of handing over the possession of the said Flat.

**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 which may be levied or imposed by the competent authority, local bodies/Government from time to time.

**f)** 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.

**g)** The ALLOTTEE/PURCHASER covenants that the ALLOTTEE/PURCHASER shall adhere to the schedule of payment listed at Schedule IV, timely payment being the essence of contract. In the event , the Allottee defaults in making payment of the instalments due and payable under this agreement as specified at Schedule IV within the time limit stipulated therein, the Vendor shall be entitled to issue a notice in writing to the ALLOTTEE/PURCHASER calling upon the ALLOTTEE/PURCHASER to pay the such amount defaulted by the ALLOTTEE/PURCHASER within a period of 15 days from receipt of the said notice within which period the ALLOTTEE/PURCHASER shall comply with the stipulations contained in the said notice and make the payment payable by the ALLOTTEE/PURCHASER to the VENDOR/PROMOTER. It is agreed between the parties that in the event, the ALLOTTEE/PURCHASER on receipt of such notice fails to pay the instalment due and payable for which a notice is issued by the VENDOR/PROMOTER calling upon ALLOTTEE/PURCHASER to make payment of the said balance amount, in that event, the Promoter / Vendor shall be entitled to terminate the present agreement without any further reference to any legal notice or without taking recourse to court of law.

**h)** On such termination having taken place due to the lapse on the part of the ALLOTTEE/PURCHASER, the amount paid by the ALLOTTEE/PURCHASER to the Promoter / Vendor to

the extent of 10% shall stand forfeited in favour of the Promoter / Vendor and the balance amount shall be paid by the Vendor to the ALLOTTEE/PURCHASER, without any interest.

**i)** In the event, of such default the Promoter / Vendor opts at the request of the ALLOTTEE/PURCHASER not to terminate the agreement in such an eventuality the ALLOTTEE/PURCHASER shall be liable to forthwith pay the instalment due and payable as on that day along with interest calculated as per Section 18 of the said rules, for the delay committed by the ALLOTTEE.

**j)** 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.

**k)** The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said residential 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 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 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 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.

**l)** 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.

**m)** 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 said Flat to the Allottee, obtain from the concerned competent authority Occupancy and/or Completion Certificates in respect of the said Flat.

**n)** The Purchaser hereby covenant that the Promoter shall be entitled to utilize and or use the built up area in the said project except for the said flat which is the subject matter of this agreement to be used by the Promoter and or his nominees as service apartments and or for any similar purpose without any objection from the Allottee. The execution of this agreement itself shall be construed as consent for all legal purposes for such use by the Allottee

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

The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the said property is 80 % as mentioned in the Development Control Regulation which are applicable to the said residential building.

**4. SPECIFICATIONS/FIXTURES/FITTINGS/AMENITIES:**

**a)** The specifications of the said Flat, as sanctioned and approved by the competent authority wherever applicable has been more particularly described and/or mentioned in **SCHEDULE-V** hereto.

**b)** 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 Promoter in the said building and the Flat.

**c)** The amenities and facilities to the said Flat as agreed to be provided by the Promoter to the Allottee for the said Flat has been more particularly described and/or mentioned in **SCHEDULE-V** hereto.

**d)** The fixtures and fittings to be provided to the said flat shall be specific as per the specification set out at **Schedule-V**. No extra items and or change to the specification shall be permitted.

**e)** The common areas appurtenant to the said Flat as agreed to be provided by the Promoter has been more particularly described and/or mentioned in **SCHEDULE- VI** hereto

**5. POSSESSION:-**

**a) Delivery of Possession:** The Promoter shall give possession of the said Flat to the Allottee on or before **31/05/2022. (Due Possession Date)** with an extension of 06 months i.e. on or before **30/11/2022.(Extended Period)**.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said project and handing over the Said Flat to the Allottee after receiving the Occupancy Certificate or the Completion

Certificate or both, as the case may be, subject to all the Allottee have paid all the consideration and other sums due and payable to the Promoter 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.

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

**i)** If the Promoter fails to abide by the time schedule for completing the said project and handing over the said Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as specified in Sec. 18 of the said Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

**ii)** If the Promoter fails or neglects to give possession of the said Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, if the Allottee wishes to terminate this Agreement, then the Promoter shall be liable on demand to refund to the 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 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 of maximum 2-3 years for giving delivery of said Flat on the aforesaid date, if the completion of the said residential building in which the said Flat is to be situated is delayed on account of:

- a)** war, civil commotion or Act of God ;
- b)** any notice, order, rule, notification of the Government and/or other public or competent authority and or statutory authority /court / Tribunal.
- c)** Any delay on part of the competent authorities in issuing approvals, permissions, sanctions and or Occupancy Certificate by the Competent Authorities for the reasons not attributable to the PROMOTER/VENDOR.

**c) Procedure for taking Possession:** The Promoter shall within 15 days of obtaining the Occupancy Certificate from the competent authority and upon payment made by the Allottee as per the Agreement, offer possession of the Said Flat to the Allottee intimating in writing that the said Flat is ready for use and Occupancy of the said Residential building to be taken within 1 (one month) from the date of receipt of such notice and the Allottee shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the said Flat to the Allottee.

**d) Failure of Allottee to take Possession of Said Flat:** In case the Allottee fails to take possession within the time provided as above, 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 residential building thereon. Notwithstanding failure on the part of the Allottee to take possession of the said flat inspite of it being complete in due respect, the Purchaser and or Allottee shall be liable to pay all taxes, outgoings, fees etc. to the local authority and or to the Co-operative Housing Society and or to the association of built up area and or to the Promoter / Vendor towards maintenance of the said project for which the Allottee hereby indemnifies and keep the Promoter indemnified against any such claims which may be raised from time to time in respect of such contributions, taxes, fees etc. and undertakes to pay them as and when called upon to do so by the aforesaid authorities and or the bodies listed to above

**e) Defect(s):**

**(i)** If within a period of five years from the date of handing over the said Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Flat or the said residential 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 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.

**(ii)** In case the 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 flats, then in such an event the Promoter shall not be liable to rectify or pay compensation. But the Promoter may offer services to rectify such defects at nominal charges.

**(iii)** Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., cannot be considered as defective work.

**f) Use of said Flat :**

The Allottee shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence.

He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.

**g) Deposits at the time of taking possession:**

**I.** The Allottee shall on or before delivery of possession of the said Flat keep deposited with the Promoter the following as per actuals towards:

- i) Share money, application entrance fee of the society or any other entity;

- ii) Formation and registration of the society or any other entity;
- iii) Proportionate share of taxes and other charges/levies in respect of the society or any other entity;
- iv) Deposit of provisional monthly contribution towards outgoings of society or any other entity;
- v) Deposit for Water, Electric, and other utility and service connection charges, Electricity transfer, Electricity Meter Charges, Electricity Meter Deposit (refundable), Transformer charges;
- vi) Deposits of electrical receiving and sub-station provided in Layout;
- vii) Legal charges;
- viii) Infrastructure Tax;
- ix) Corpus in respect of the society or any other entity;
- x) Stamp Duty and Registration Charges;
- xi) Maintenance plus GST per month;
- xii) House Tax Transfer;
- xiii) bear and pay the proportionate share of outgoings in respect of the said property 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,
- xiv) Annual House Tax;
- xv) All other expenses necessary and incidental to the management and maintenance of the said project land.

**II.**The Allottee shall pay to the Promoter 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 any other entity and for preparing its rules, regulations and bye-laws as per actuals.

**6. MAINTENANCE OF THE COMPLEX:**

- i.** The Promoter undertakes to maintain the complex till such time the society or any other entity is formed and registered.
- ii.** Until the society or any other entity is formed and the said complex/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 by the Promoter .
- iii.** The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.
- iv.** It is agreed that non-payment or default in payment of outgoings on time by Allottee shall be regarded as default on the part of the Allottee and shall entitle the Promoter to charge interest on dues, in accordance with the terms and conditions contained herein.

**7. FORMATION OF SOCIETY OR ANY OTHER ENTITY:**



- i.** The Allottee along with other Allottee(s) of Flats/Apartments in the said residential building shall join in forming and registering the society or any other entity 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 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the society or any other entity.
- ii.** 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.
- iii.** The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter 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 Promoter to the society or any other entity, as the case may be.

- iv.** Time is essence for the Promoter as well as the Allottee. The Promoter 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 Allottees have paid all the consideration and other sums due and payable to the Promoter as per the Agreement.

**8. 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 said Project Land; as declared in the title report and has the requisite rights to carry out Development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the said Project;

- ii.** The Promoter 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 property except those disclosed in the title report;

**iv.** There are no litigations pending before any Court of law with respect to the said property or said Project except those disclosed in the title report;

**v.** All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said property/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 said Project, said property/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 said Project, said property /Building/wing and common areas till its transfer to the society or any other entity;

**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 said Project Land, including the said Project and the said Flat 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 Flat to the Allottee in the manner contemplated in this Agreement;

**ix.** Upon formation and registration of the society or any other entity, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the said society or any other entity;

**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 project land) has been received or served upon the Promoter in respect of the said property and/or the said Project except those disclosed in the title report;

**9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:**

The Allottees themselves with intention to bring all persons into whosoever hands the Flats may come, hereby covenants with the Promoter as follows:

**i.** To maintain the said Flat at the Allottees' 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 Residential building 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 Residential building 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 Residential building 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 Residential building in which the said Flat is situated, including entrances of the said Residential building in which the said Flat is situated and in case any damage is caused to the said Residential building in which the said Flat is situated or the said Flat 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 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 Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Residential building 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 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, 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 Residential building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat 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 Residential building 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 Flat without the prior written permission of the Promoter 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 Residential building and or the said property 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 Residential building and/or said property in which the said Flat 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 said Residential building or said property in which the said Flat 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 said Flat 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 said Flat 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 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 building for the time being in force regarding the occupancy and use of the said Flat in the said Residential 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.

**xi.** Till a conveyance of the said Flat is executed in favour of the Allottee, the Allottee shall permit the Promoter 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.

**10. INDEMNITY:**

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.

**11. SEPARATE ACCOUNT:**



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 any other entity or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**12. 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 property and Building or any part thereof. The 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 Promoter until sold/allotted/ transferred to the society or any other entityas hereinbefore mentioned.

**13. MORTGAGE OR CREATION OF CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and if any such mortgage orcharge 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 Flat.

#### **14. 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) fail 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, allotment of the said Flat to 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.

#### **15. 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 Flat /property/building, as the case may be. It is clearly understood between the parties that brochures, any photographs, pamphlets or any marketing materials which may be issued by the Vendor/Promoter shall not form part of this agreement and any representations and or statements made therein shall not have an overwriting effect on the specifications laid down in this agreement, the terms entered into between the parties and recorded in this agreement being final.

**16. RIGHT TO AMEND:**

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

**17. 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 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 Flat for all intents and purposes.

**18. 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.

**19. 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 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 Flat in the said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet areas of respective Allottees.

**20. 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.

**21. EXECUTION OF THE AGREEMENT:**

**a)** The execution of this Agreement shall be complete only upon its execution by the Promoter or 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 concerned Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

**b)** The Allottee and/or Promoter or its authorized signatory shall present this Agreement as well as the Conveyance/Assignment of Lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoter or its authorized signatory will attend such office and admit execution thereof.

**22. NOTICES & CORRESPONDENCES:**

**a)** 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 as specified above.

**b)** 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 be considered as properly served on all the Allottees.

**c)** 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 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 Promoter or the Allottee, as the case may be.

**23. STAMP DUTY AND REGISTRATION :-**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The Present value of the said Flat is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and as such stamp duty @ 2.9% i.e. **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** is embossed on the present Agreement, which is borne and paid by the Allottee.

**24. DISPUTE RESOLUTION :-**

Any dispute which may surface between the parties with regards to interpretation and or performance of terms and conditions of this agreement shall be settled amicably between the parties. In the event, the parties are unable to settle the matter amicably, same shall be attempted to settle by the Parties by referring the same to the arbitration in terms of the provisions of Arbitration and Conciliation Act 1996. The place of Arbitration shall be at Panaji, Goa and the language of arbitration shall be English. It is agreed between the parties that the disputes which are not arbitrable and or which could not be settled amicably 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. .

**25. 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.

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

## **SCHEDULE-I**

### **(DESCRIPTION OF THE SAID PORTION OF LAND)**

All that property admeasuring 2,00,000 sq.mtrs comprising of Plot A admeasuring 85,000 sq.mtrs, Plot B admeasuring 87,075 sq.mtrs and Plot C admeasuring 27,927 sq.mtrs forming larger property known as “COMBEACHY GALLI” or “SAUNRICHY GALLI” and or “GONBEACHY GALLI” totally admeasuring 2,47,925 sq.mtrs surveyed under Survey no. 291/1 of Village Carambolim, situated at Carambolim, Ilhas, Goa, within the limits of Village Panchayat of Carambolim, Sub District of Ilhas, District of North, State of Goa, not described in Land Registration Office of Ilhas both properties registered in Taluka Revenue Office of Tiswadi, under Matriz No. 111. The property admeasuring 2,00,000 sq.mtrs is bounded as under:-

North : By property bearing Survey No. 291/1

South : By Survey No. 289 of Village Carambolim

West : By Survey No. 289 of Carambolim Village and Road from Se-Old Goa to Pillar

East : By Survey No. 290/1, 292/1 and 2 of Carambolim



**SCHEDULE -II**

**(DESCRIPTION OF THE SAID PROPERTY)**

All that part and parcel of the Plot No. 83 admeasuring 3300 sq.mtrs surveyed under Survey No. 291/1-A of Village Carambolim, being portion of property admeasuring 2,00,000 sq.mtrs is bounded as under :-

East : by 15mtrs wide road

West : party by open space and partly by Survey No. 289/1

North : by the plot bearing No. 84

South : by the plot bearing No. 82

**SCHEDULE -III**

**(DESCRIPTION OF THE SAID FLAT)**

**(AS PER AREA STATEMENT GIVEN BY SALES)**

**ALL THAT FLAT** bearing No. \_\_\_\_ of Type \_\_\_\_\_ **(1BHK / STUDIOS / STUDIOS WITH TERRACE** with carpet area admeasuring \_\_\_\_ sq. mts. (\_\_\_\_ sq. ft.), exclusive balcony carpet area admeasuring \_\_\_\_ sq. mts.(\_\_\_\_ sq. ft.), built up area admeasuring \_\_\_\_ sq.mts (\_\_\_\_ sq. ft.), carpet for common area calculation admeasuring \_\_\_\_ sq. mts.(\_\_\_\_ sq.ft.), common area of entire project i.e. parking, road and

amenities admeasuring \_\_\_\_ sq.mts.(\_\_\_\_sq.ft.) situated on the \_\_\_\_ **Floor** in “\_\_\_\_” of the building known as “\_\_\_\_” constructed on the said property better described in Schedule II here in above. The plan of said Flat is annexed hereto as **“ANNEXURE-A”**

**SCHEDULE -IV**

**PAYMENT PLAN**

The Allottee has paid on or before execution of this Agreement, (10% of the total consideration of the said flat) a sum of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** in the following manner:-

1)	Amount to be paid to the Promoter on execution of the agreement (20% of the total consideration of the said flat)	Rs. -----/-
2)	Amount to be paid to the Promoter on completion of the Plinth (15% of the total consideration of the said flat)	Rs. -----/-
3)	Amount to be paid to the Promoter on completion of the Slabs (25% of the total consideration of the said flat) in following manner a) 10% stilt floor b) 5% first floor c) 5% second floor d) 5% third floor	Rs. -----/- Rs. -----/- Rs. -----/- Rs. -----/-
4)	Amount to be paid to the Promoter on completion of walls, internal plaster, floorings, doors & windows (5% of the total consideration of the said flat)	Rs. -----/-
5)	Amount to be paid to the Promoter on completion of sanitary fittings, staircase, lift, lobbies (5% of the total consideration of the said flat)	Rs. -----/-
6)	Amount to be paid to the Promoter on completion of plumbing, plaster, elevations, terraces with waterproofing (5% of the total consideration of	Rs. -----/-

	the said flat)	
7)	Amount to be paid to the Promoter on completion of lifts, water pumps, electrical fittings, electro mechanical environment requirements (10% of the total consideration of the said flat)	Rs. -----/-
8)	Amount to be paid to the Promoter on handing over the possession of the said flat (5% of the total consideration of the said flat)	Rs. -----/-

### **SCHEDULE-V**

#### **(SPECIFICATIONS)**

##### **Delux Specifications:**

- Attractive decorative panelled main door.
- Superior quality vitrified floor tiles for all rooms.
- Designer glazed tiles for toilets (7 feet).
- First class heavy gauge Aluminum windows.
- Teak veneer flush doors for rooms.

##### **Bedrooms:**

- AC provision in bed rooms.
- Telephone , TV points in master bed room.

##### **Bathrooms:**

- Colored ceramic tiles (anti skid)for bathroom floors.
- Hot and cold mixer unit for all bath rooms.
- Pressure checked plumbing and drainage.

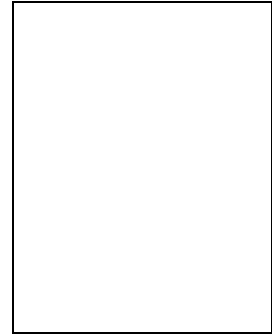
##### **Kitchen:**

- Granite platform with S.S Sink.
- Provision for fixing water purifier.

**SCHEDULE VI**  
**(DESCRIPTION OF COMMON AREAS,**  
**FACILITIES AND AMENITIES)**

- Childrens Park.
- Indoor play area.
- Landscape garden.
- Covered car parking (at extra cost).
- Lift with generator back up.
- Society rooms and common toilets on the ground floor.
- Security cabin.

**SIGNED AND DELIVERED BY**  
**THE WITHIN NAMED VENDOR/**  
**PROMOTER JAI BHUVAN BUILDERS**  
**PRIVATE LIMITED THROUGH ITS**  
**EXECUTIVE DIRECTOR**



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**MR. RAJESH SADANAND SHETH**

**L.H.F.P**

**R.H.F.P**

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**SIGNED AND DELIVERED BY  
THE WITHIN NAMED ALLOTTEE/  
PURCHASER:**



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**MR.** \_\_\_\_\_.

**L.H.F.P**

**R.H.F.P**

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**IN THE PRESENCE OF WITNESSES:**

**1. Name**

**Signature** \_\_\_\_\_

**2. Name**

**Signature** \_\_\_\_\_