

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made, and entered at Ponda on this -----th February 2020 at Ponda – Goa, within the registration Sub- District and Taluka of Ponda, District of South Goa, State of Goa .

BETWEEN

(1) MR. DILIP KESHAV DESSAI, son of Shri Keshav Dessai, aged about 60 years, married, Business Pan Card No. ABWPD4544M, Adhar Card No.275625429877 and his wife **(2) MRS. NITA DILIP DESSAI**, Daughter of Shri. Ganpat Sahakari, aged about 55 years, business, Pan Card No AELPD5777L, Adhar Card No. 655361556728 both resident of house no. 298, Dhavalimol, Ponda Goa, hereinafter referred to as **“THE VENDORS / PROMOTER / VENDORS”** (Which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, and assigns) of **THE FIRST PART**.

AND

(1) MR. -----, Son of Mr. -----, age ----- years, -----, -----, Pan Card No. -----, Adhar Card No. ----- resident of House No -----,

-----, herein after referred to as “**THE ALLOTEE**” (Which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, and assigns) of **THE SECOND PART**.

All the parties to the Agreement for development cum sale are Indian nationals.

WHEREAS there exist property known as PATONTOLY situated at Patantali within the limits of village Panchyat of Bandora, of Taluka and sub district of Ponda, district of south Goa, state of Goa and the said property is described in the Land Registration office of Ilhas under No.12104 of book B-32 New, and wholly enrolled in the Taluka revenue office of Ponda under Matriz Nos. 261, 262, 263, 264 & 265 and is surveyed under Survey Nos. 258/1 & 259/0 of Bandora Village admeasuring about 49,050 Sq Mtrs .

AND WHEREAS the above referred property inscribed in the name of Dr. Narayan Babuli Kamat Ghanecar under inscription No. 19721 so also under Matriz Nos. 261, 262, 263, 264 & 265 in the Taluka revenue office at Ponda Goa.

AND WHEREAS the above referred property inscribed and originally belongs to Dr. Narayan Babuli Kamat Ghanekar and after his death the Inventory Proceedings bearing No. 79/88 was initiated in the Court of the Civil Judge Senior Division of Ilhas at Panaji–Goa and the above property was listed at item No. 33.

AND WHEREAS In the said inventory preceding the property at item no. 33 was allotted to. Mr. Sitakant Narayan Kamat Ghanekar and the said Inventory proceeding was disposed off vide order dated 02/01/1990.

AND WHEREAS thereafter the said Mr. Sitakant Narayan Kamat Ghanaker carried out the Mutation and his name is duly recorded in the Form No. I and XIV of the Survey No 258/1 of Village Bandora in Ponda Taluka.

AND WHEREAS thereafter the office of Dy. Collector & S.D.O Ponda- Goa has granted Sanad for conversion of land vide their letter No. 6/5/2002-CONV/365 dated 5th February 2003.

AND WHEREAS thereafter the said Mr. Sitakant Narayan Kamat Ghanaker entered in to contract for development of the above described property for the purpose of sub-dividing the land of the said property into various plots and the permission was granted by Town and Country Planning Department, Ponda vide their letter No.TPP / Cons/ Band /258/04/704, dated 04/08/04, and thereafter the Village Panchayat of Bandora, Ponda granted the final N.O.C. for sub-division bearing No. VPB/2004-05/856, dated 24/08/2004 and further revised final NOC was issued to the Plot No 18 Vide Letter No.VPB/2018-19/1089, dated 14/2/2019.

AND WHEREAS thereafter Vide deed of Sale dated 20/05/2019 the said Sitakant Narayan Kamat Ghanekar alias Sitacanta Naraina Camotim Ganecar and his wife Smt. Maya Sitakant Kamat Ghanekar as vendor sold one of the Plot No. 18 admeasuring an area of 1025.00 Sq Mtrs of the property called as "**PATTONTOLY**" situated at Patantali within the limits of village Panchayat of Bandora, of Taluka and sub district of Ponda, district of south Goa state of Goa and described in the Land Registration office of Sub-district of Ilhas under No.12104 of book B-32 New, and registered in the taluka revenue office of Ponda under Matriz Nos. 261, 262, 263, 264 & 265 and is surveyed under Survey Nos. 258/1 of Bandora Village of Ponda Taluka.

AND WHEREAS The Said Deed of sale is duly registered before the office of the Sub Registrar of Ponda under Serial No. 2019-PON-594 and bears reg. No. Pon-1584-2019 dated 20/05.2019.

AND WHEREAS Thereafter the said Mr. Dilip Desai has applied for the Mutation and his name is appearing in the survey No 258/1 of Village Bandora of Ponda Taluka.

AND WHEREAS Thereafter the said Mr. Dilip Dessai decided to construct the Row House Project and applied for the Construction Licence before the Office of the Village Panchayat of Bandora, which was granted under no VPB/Const/2019-2020.19/1021dated 17/02/2020.

AND WHEREAS the said project is duly approved by the office of the Town and country planning department under no.TPP/607/ Bandora/258/2019/2571 dated 11/10/2019 and the Said project is named as the Padma Residency consisting of 7 Row houses.

AND WHEREAS office of the Primary Health Center Ponda Goa has granted the No Objection for the construction of the said project vide its letter bearing no PC/PN/19-20/1220 dated 18/10/2010.

AND WHEREAS the office of the Electricity department has also granted the No Objection vide its letter bearing no AE-I/O&M/19-20/T-13/1135 dated 18/10/2019.

AND WHEREAS the Office of the Sub Registrar of Ponda has issued the Nil Encumbrance certificate for the above property bearing certificate no.683/2019 dt. 02/07/2019 for a period starting from 20/05/2019 to 28/06/2019,

AND WHEREAS the Vendor/ Promoter/Vendors/Vendor has appointed a structural Engineer for the preparation of the structural Design and Drawings of the buildings and the Promoter/Vendors accepts the professional supervision of the architect and structural engineer till the completion of the building/premises

AND WHEREAS the vendors/Promoter/Vendors, according is carrying out the construction of a premises consisting the row houses identified as “PADMA RESIDENCY” in the said project.

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

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Mayuresh A. Khedekar, having office at D-5, Third Floor, Shetyee Sankul, Near Mamlatdars office Ponda Goa dated 01/03/2020 showing the nature of the title of the Vendor/Promoter/Vendors to the project land on which the said premises 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/Vendors and according to which the construction of the premises in the said projects 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 row houses/premises 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/Vendors/Vendors has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said burrow houses/premises wherever applicable and shall obtain the balance approvals, if any from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said premises/ project/Row Houses.

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

project/Row Houses shall be granted by the concerned local authority.

AND WHEREAS the Promoter/Vendors has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter/Vendors/vendors for allotment of an Row Houses No.being constructed in the said Project.

AND WHEREAS the carpet area of the said Row House No. -----is-----Square meters and "carpet area" means the net usable floor area of Row houses/ premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Row houses/ premises, for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Row house/ premises, for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said premises.

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/Vendors a sum of Rs.....(Rupees.....)only, being part payment of the sale consideration of the Row House No-----agreed to be sold by the Promoter /Vendors to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter/Vendors both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter/Vendors the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Vendor/Promoter has/will register the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under No.

AND WHEREAS, under section 13 of the said Act the Promoter/Vendors is required to execute a written Agreement for sale of said Row House No -----with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

AND WHEREAS In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Vendors hereby agrees to sell and the Allottee hereby agrees to purchase the (said premises/ Row House No.-----) and the parking.

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

1. The Vendors/Promoter/Vendors shall construct the said premises/ Row House No.----- consisting of comprising of ground plus first floor of the building Complex by name PADMA RESIDENCY and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1.a(i) The Allottee hereby agrees to purchase from the Promoter/Vendors and the Promoter/Vendors hereby agrees to sell to the said premises/ Row House No.-----of carpet area admeasuring-----sq. metres. The said premises/Row House No----- shall also have an exclusive carpet area of balcony of..... sq. mts in the Row House/ Said Project (herein after referred to as "the said premises") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

1(b)The total aggregate consideration amount for the said premises including covered parking spaces is thus Rs

1(c) The above said sum of Rs.____ (Rupees-----only) includes the cost of the construction of the said the said premises and also the cost of customized amenities in the said the said premises as per the said premises holder's requirement.

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

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Vendors 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/Vendors/Vendors) upto the date of handing over the possession of the [ROW HOUSE].

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

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

1(g) The Promoter/Vendors shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said premises 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/Vendors/. If there is any reduction in the carpet area within the defined limit then Promoter/ Vendors shall refund the excess money paid by

Allottee within forty- five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter/Vendors/Vendors shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h)The ROW HOUSE HOLDERS agrees to pay the Builder/Promoter/Vendors Rs._____/-as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.

1(i)The ROW HOUSE HOLDERS agrees to pay the Builder/Promoter/Vendors Rs._____/-as a non refundable amount towards legal charges.

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

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

- Time is essence for the Promoter/Vendors as well as the Allottee. The Promoter/Vendors shall abide by the time schedule for completing the project and handing over the [ROW HOUSE] 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 Promoter/Vendors as per the agreement. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Vendors as provided in clause 1 (c) herein above. (“Payment Plan”).

- 3. The Promoter/Vendors hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter/Vendors has planned to utilize Floor Space Index of limit of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing

various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/Vendors 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/Vendors by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Vendors only.

- If the Promoter/Vendors fails to abide by the time schedule for completing the project and handing over the [ROW HOUSE] to the Allottee, the Promoter/Vendors 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/Vendors, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter/Vendors under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter/Vendors.
- Without prejudice to the right of Promoter/Vendors 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/Vendors under this Agreement (including his/her proportionate share of taxes levied

by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter/Vendors shall at his own option, may terminate this Agreement:

Provided that, Promoter/Vendors shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter/Vendors within the period of notice then at the end of such notice period, Promoter/Vendors shall be entitled to terminate this Agreement.

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

- i. 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/Vendors in the said premises/Project and the ROW HOUSE as are set out in Annexure, annexed hereto.

- ii. The Promoter/Vendors/Vendors shall give possession of the ROW HOUSE to the Allottee on or before..... day of20. If the Promoter/Vendors 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/Vendors shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the ROW HOUSE with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter/Vendors received the sum till the date the amounts and interest the reinsure paid.

Provided that the Promoter/Vendors shall be entitled to reasonable extension of time for giving delivery of ROW HOUSE on the aforesaid date, if the completion of ROW HOUSE is delayed on account of -

- war, civil commotion or act of God;
- any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1(A) Procedure for taking possession - The Promoter/Vendors upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [ROW HOUSE], to the Allottee in terms of this Agreement to be

taken within 3 (three months from the date of issue of such notice and the Promoter/Vendors/Vendors shall give possession of the [Row House] to the Allottee. The Promoter/Vendors/Vendors agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Vendors. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Vendors or association of allottees, as the case may be. The Promoter/Vendors on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

B Transfer charges are applicable at the rate of Rs._____-/- sq. mts. Upon obtaining Occupancy Certificate the Builder/Promoter/Vendors shall execute/ get executed the Conveyance of the said ROW HOUSE No.----- along with undivided proportionate Share of land at the cost of the ROW HOUSE Holders in the names of various the ROW HOUSE HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer/Promoter/Vendors only.

(i) The Allottee shall take possession of the ROW HOUSE within one month of the written notice from the Promoter/Vendors to the Allottee intimating that the said Apartments are ready for use and occupancy:

(ii) Failure of Allottee to take Possession of [ROW HOUSE]:
Upon receiving a written intimation from the Promoter/Vendors as per clause 7.1, the Allottee shall take possession of the [ROW HOUSE] from the Promoter/Vendors by paying all amounts

executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Vendors shall give possession of the [ROW HOUSE] 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 outgoings and expenses of and incidental to the management and maintenance of the said Project and the building thereon..

(iii) If within a period of five years from the date of handing over the ROW HOUSE No.----- to the Allottee, the Allottee brings to the notice of the Promoter/Vendors any structural defect in the ROW HOUSE No.----- or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/Vendors at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter/Vendors, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the ROW HOUSE after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartment/s, then in such an event the Promoter/Vendors shall not be liable to rectify or pay compensation. But the Promoter/Vendors 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.

7. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8. The Allottee along with other allottee(s) of ROW HOUSE in the Project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/Vendors may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/Vendors within seven days of the same being forwarded by the Promoter/Vendors to the Allottee, so as to enable the Promoter/Vendors to register the common organization 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.
 - 8.1 Within 15 days after notice in writing is given by the Promoter/Vendors to the Allottee that the ROW HOUSE 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 said structure of the ROW HOUSE or wings is transferred to it, the Allottee shall pay to the Promoter/Vendors 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/Vendors provisional monthly contribution of Rs. per month 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/Vendors to charge interest on the dues, in accordance with the terms and conditions contained herein.

- 8.2 The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter/Vendors, the following amounts:-

- a. Rs _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - b. Rs _____ for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - c. Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apexbody
 - d. Rs _____ for Maintenance deposit of Society or Limited Company/Federation/ Apex body.
 - e. Rs _____ For Water connection charges
 - f. Rs _____ For security deposits/ electric meter, Supervision & Service connection charges.
 - g. Rs _____ as legal charges
 - h. Rs _____ as Infrastructure Tax
 - i. Rs..... as Corpus in respect of the Society or Limited Company/ Federation/ Apex Body.
 - j. Rs____as Stamp Duty and Registration Charges.
9. The Allottee shall pay to the Promoter/Vendors a sum of Rs _____ for meeting all legal costs, charges and expenses, including professional costs of the Legal practitioner of the Promoter/Vendors 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 and the cost of preparing and engrossing the conveyance or assignment of lease.

10. At the time of registration of conveyance or Lease of the structure of the ROW HOUSE the Allottee shall pay to the Promoter/Vendors, 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/Vendors, 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.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDORS

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

1. The Promoter/Vendors has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (2) The Promoter/Vendors has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite

approvals from time to time to complete the development of the project;

- (3) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- (4) There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (5) 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/Vendors has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, ROW HOUSES and common areas;
- (6) The Promoter/Vendors has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (7) The Promoter/Vendors has not entered into any agreement for sale and/or development agreement or

any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [ROW HOUSE] which will, in any manner, affect the rights of Allottee under this Agreement;

- (8) The Promoter/Vendors confirms that the Promoter/Vendors is not restricted in any manner whatsoever from selling the said [ROW HOUSE} to the Allottee in the manner contemplated in this Agreement;
- (9) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter/Vendors shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (10) The Promoter/Vendors has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (11) 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/Vendors

in respect of the project land and/or the Project except those disclosed in the title report.

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

- 1 To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the ROW HOUSE No.----- is taken and shall not do or suffer to be done anything which may be against the rules, regulations or bye-laws or change/alter or make addition in which the ROW HOUSE No.----- is situated and the ROW HOUSE itself or any part thereof with out the consent of the local authorities, if required.
- 2 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 ROW HOUSE 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, including entrances and in case any damage is caused to the ROW HOUSE on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- 3 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/Vendors to the Allottee and shall not do or suffer to be done anything in or to the ROW HOUSE 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.

- 4 Not to demolish or cause to be demolished the ROW HOUSE 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 ROW HOUSE or any part thereof, nor any alteration in the elevation and outside colour scheme of the ROW HOUSE and shall keep the portion, sewers, drains and pipes in the ROW HOUSE and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts 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 ROW HOUSE t without the prior written permission of the Promoter/Vendors and/or the Society or the Limited Company.
- 5 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 ROW HOUSE situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said ROW HOUSE in

the compound or any portion of the project land and the building in which the Apartment is situated.

- 7 Pay to the Promoter/Vendors within fifteen days of demand by the Promoter/Vendors, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the ROW HOUSE
- 8 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 ROW HOUSE by the Allottee for any purposes other than for purpose for which it is sold.
- 9 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 ROW HOUSE until all the dues payable by the Allottee to the Promoter/Vendors under this Agreement are fully paid up.
- 10 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 ROW HOUSE 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 ROW HOUSE and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

11 The Promoter/Vendors shall maintain a separate account in respect of sums received by the Promoter/Vendors from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

12 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said ROW HOUSE or of the said Plot and or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment alongwith the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allowed inventory shall continue to remain the property of the Promoter/Vendors until sold/allotted.

13 PROMOTER/VENDORS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter/Vendors 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 ROW HOUSE.

14 BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter/Vendors does not create a binding obligation on the part of the Promoter/Vendors or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Vendors. If the Allottee(s) fails to execute and deliver to the Promoter/Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Vendors, then the Promoter/Vendors 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.

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 ROW HOUSE, as the case maybe.

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of

the [ROW HOUSE], in case of a transfer, as the said obligations go alongwith the[ROW HOUSE]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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 ,income on with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the ROW HOUSE] to the total carpet area of all the [ROW HOUSE] in the

Project. For such calculations, areas of exclusive balconies, verandas and/ or terraces shall be added to carpet area 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 PLACE OF EXECUTION

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

22 The Allottee and/or Promoter/Vendors 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/Vendors will attend such office and admit execution thereof.

23 That all notices to be served on the Allottee and the Promoter/Vendors as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Vendors 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/Vendors name
(Promoter/Vendors Address)
Notified Email ID:

It shall be the duty of the Allottee and the Promoter/Vendors to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been

received by the Promoter/Vendors or the Allottee, as the case may be.

24 JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter/Vendors 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.

25 Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

26 Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

27 GOVERNING LAW

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

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

SCHEDULE - I

(Description of the plot no 18)

ALL THAT PLOT No. 18 admeasuring an area of 1025.00 Sq Mtrs of the property called as "**PATTONTOLY**" situated at Patantali within the limits of village Panchayat of Bandora, of Taluka and sub district of Ponda, district of south Goa state of Goa and described in the Land Registration office of Sub-district of Ilhas under No.12104 of book B-32 New, and registered in the taluka revenue office of Ponda under Matriz Nos. 261, 262, 263, 264 & 265 and is surveyed under Survey Nos. 258/1 of Bandora Village of Ponda Taluka. The said Plot is bounded as under :

On the East: By 10 Mtrs Wide Road

On the West: By open Space of the Same Sub-Division

On the North: By plot no. 5,6,\$7 of the Same Sub- Division

On the South : By Nalla and Open Space of the same Sub –

Division

SCHEDULE - II

**(Description of Row House No. -----and Parking
space No. -----)**

ALL THAT Row House No.-----,admeasuring an area of ----- Mtrs comprising of ground plus first floor of the building Complex by name“Padma RESIDENCY” and parking space no.----- to be constructed on the Plot No. 18 admeasuring an area of 1025.00 Sq Mtrs of the property called as "**PATTONTOLY**"situated at Patantali within the limits of village Panchayat of Bandora, of Taluka and sub district of Ponda, district of south Goa state of Goa and described in the Land Registration office of Sub-district of Ilhas under No.12104 of book B-32 New, and registered in the taluka revenue office of Ponda under Matriz Nos. 261, 262, 263, 264 & 265 and is surveyed under Survey Nos. 258/1 of Bandora Village of Ponda Taluka, along with the proportionate undivided right in the plot and same is bounded as under:

On the East:

On the West:

On the North:

On the South:

SCHEDULE NO. III

2 Structure:

R.C.C. Earthquake resistant 20cms laterite (external)
Walls/Hollow concrete Blocks.10 cms brick
(internal)walls/hollow concrete bricks.

2. Flooring:

60 x 60 cms. Vitrified tiles Flooring. Anti skid tiles for toilet floor. Glazedtiles for wall up o dore high, Genaiti kitchen Paltform with S. S. Sink

3. Sanitaryware:

UPVC plumbing with branded fittings and Overhead tank with Provision for Solar heater.

4. Doors & Windows:

Teak wood main door, flush door for bedroom and fiber doors for Toilet and UPVC windows with M. S. Grills

5. Paints:

Branded acrylic emulsion Plaint to the interior and Cement paint to the exterior Walls.

6. Electrical Installations:

With good quality wires through concealed pipes or casing capping.

7. Kitchen:

Granite platform in 'L' shape with steel sink (without drain board)with designer tiles upto 0.60mts height above platform.

8. Water tank:

A underground sump with a electric pump will be provided.

SCHEDULE -IV
(Payment Schedule)

<i>Sr. No</i>	<i>Percentage</i>	<i>Amount</i>
1	Booking	
2	Completion of Plinth Area	
3	Completion of Roof Slab	
4	Completion of Flooring	
5	on completion	
	Total	

**SIGNED AND DELIVERED BY THE WITHIN NAMED
"THE PROMOTER/VENDORS"
OF THE FIRST PART**

PROMOTER/VENDORS

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED
"THE PURCHASER"**

OF THE FIRST PART

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

4. _____ 4. _____

5. _____ 5. _____

ANNEXURE –A

Name of the Attorney at Law/Advocate, Address :

Date :

Title Report

Details of the Title Report

The Schedule Above Referred to Place:

Datedday of 20.....

(Si
gn

e d
)

S i g n a t u r e
ofAttorney-at-
Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter/Vendors to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter/Vendors and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Authenticated copy of the Registration Certificate of the Project
granted by the Real Estate Regulatory A

<i>Sr. N o.</i>	<i>Name and Address of Witness</i>	<i>Signature</i>
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