

## AGREEMENT FOR SALE

This agreement for sale (“**Agreement**”) executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

### By and between

Vianaar Homes Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 97-B, Manekshaw Road Anupam Garden, Sainik Farm, New Delhi – 110 062 and its corporate office at 201 Gera Imperium 1, Patto, Panjim, Goa – 403 001 represented by its authorised signatory \_\_\_\_\_ authorised vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

### AND

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

### WHEREAS

- I. By an agreement/conveyance dated \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ and executed between \_\_\_\_\_ of the one part (“**Vendor**”) and the Promoter of the other part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing [...*details of survey no., chalta no. and location of the immovable property...*] admeasuring \_\_\_\_\_square meters and more particularly described in **Schedule I** to this agreement (hereinafter referred to as the “**Project Land**”);

- II. [...specify the following, as applicable... (i) Any covenants affecting the Project Land; (ii) Any impediments attached to the Project Land; (iii) number and area occupied by tenants and how they are proposed to be settled so as to have clear possession of the Project Land; (iv) details of illegal encroachment on the Project Land; (v) Permission (if any) required from any government or authority which affects the title to the Project Land and details of all such required permissions obtained; (vi) Details of mortgage or lien or charge on the Project Land.];
- III. Promoter is entitled and authorised to construct buildings on the Project Land in accordance with the recitals herein above;
- IV. Promoter is in possession of the Project Land;
- V. Promoter has proposed to construct on the Project Land [...specify number of buildings and wings thereof, floors, basement, podiums...];
- VI. Allottee has agreed to purchase an apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor (hereinafter referred to as the “**Apartment**”) in the \_\_\_\_\_ wing of the building called \_\_\_\_\_ (herein after referred to as the “**Building**”) being constructed in the \_\_\_\_\_ phase of the said project by the Promoter;
- VII. Promoter has appointed an architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- VIII. Promoter has registered the Project Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and rules framed thereunder with Goa Real Estate Regulatory Authority at \_\_\_\_\_ under No. \_\_\_\_\_ (copy of the same is annexed herewith in **Schedule II** of this agreement);
- IX. Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the architect and the structural Engineer till the completion of the building/buildings;

- X. Promoter has sole and exclusive right to sell the apartments in the said building(s) to be constructed by the Promoter on the Project Land and to enter into agreement(s) with the allottee(s) of the apartments to receive the sale consideration in respect thereof;
- XI. On demand from the Allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's architects M/s \_\_\_\_\_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, and the Allottee has acknowledged the receipt of the same;
- XII. The authenticated copies of certificate of title issued by the legal practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the Project Land on which the apartments are constructed or are to be constructed are annexed herewith in **Schedule III** of this agreement;
- XIII. The authenticated copies of the plans of the layout as approved by the concerned competent authority have been annexed herewith in **Schedule IV** of this agreement;
- XIV. The authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the Project Land have been annexed herewith in **Schedule V** of this agreement;
- XV. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed herewith in **Schedule VI** of this agreement. Any modification or addition to the specifications, to the extent permitted by applicable laws, shall be at an additional cost as mutually agreed between the Parties.;
- XVI. Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections of the said building/s wherever

applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said Building;

XVII. While sanctioning the said plans concerned competent authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project Land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

XVIII. Promoter has accordingly commenced construction of the said Building/s in accordance with the said approved plans;

AND WHEREAS, the Allottee has approached the Promoter for purchase of apartment [*apartment number and type*] having carpet area admeasuring\_\_\_\_\_ square meters along with undivided interest in the land. The super area of the Apartment is \_\_\_\_\_ square meters. The apartment shall also have [*details of the carpet area of the exclusive balcony, terrace, garden etc.*] (hereinafter referred to as the “**Apartment**”);

AND WHEREAS the carpet area of the Apartment has been determined as per clause (k) of section 2 of the Act and is \_\_\_\_\_ square meters;

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

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

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

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

1. The Promoter shall construct the buildings consisting of [*details of the floors, basement, stilt, podium etc.*] on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable –

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

Provided further that Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Allottee.

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, apartment [*apartment number and type*] having carpet area admeasuring \_\_\_\_\_ square meters along with undivided interest in the Project Land. The apartment shall also have [*details of the carpet area of the exclusive balcony, terrace, garden etc.*] (“**Apartment**”) as shown in the floor plan (annexed herewith in **Schedule VII** of this agreement) for the consideration of Rs. \_\_\_\_\_ which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule VIII** of this agreement.

3. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing numbers \_\_\_\_\_ situated at \_\_\_\_\_ basement and/or stilt and/or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/
4. It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_ garage/covered parking, balcony, terrace and garden shall be treated as a single indivisible unit for all purposes. The total aggregate consideration amount for the Apartment including covered parking spaces is thus Rs. \_\_\_\_\_/ (“**Total Price**”)
5. The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the following manner:  
  
*[As per the mode of payment as mutually agreed between the parties.]* (“**Payment Plan**”)
6. The Total Price above excludes taxes (consisting of tax paid or payable by the Promoter by way of infrastructure tax, goods and services tax and cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
7. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/takes or other which may be levied or imposed by the competent authority, local bodies, and government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along

with the demand letter being issued to the Allottee, which shall only be applicable in accordance with law.

8. The Promoter 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 agree. Such rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoter.
9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the 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 (“**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 2 of this Agreement.
10. The Allottee authorises 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.
11. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain

from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

12. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association or federation or society, as the case may be, of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be, subject to all the allottees having 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 installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause five hereinabove.
13. The Promoter hereby declares that the floor area ratio (FAR) available as on date in respect of the Project Land is \_\_\_\_\_ square meters only and Promoter has planned to utilise floor area ratio of \_\_\_\_\_ by availing of transferrable development rights (TDR), or FAR available on payment of premiums, or floor space index (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 Project Land. The Promoter has disclosed the FSI of \_\_\_\_\_ as proposed to be utilised by him on the Project Land and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Allottee consents to any addition or alteration to the sanctioned plan or the layout plan on account of an increase in the FAR/FSI in respect of the Project Land as per Development Control Regulations and applicable laws.



14. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
15. Without prejudice to the right of the Promoter to charge interest in terms of clause 14 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, the Promoter, at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to retention or collection of 15% of the Total Price by the Promoter) 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 and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Upon termination, Promoter shall be at liberty to sell and allot the Apartmentt to any other person and for a consideration, as the Promoter deems fit and proper.

16. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Schedule IX** of this agreement..
17. The Promoter shall give possession of the Apartment to the Allottee on or before \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 14 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court;

Provided further that the Promoter shall be entitled to extension of time as per the extension of the registration of the Project Land in terms of the Real Estate (Regulation and Development) Act, 2016.

18. Procedure for taking possession — The Promoter, upon obtaining the occupancy certificate from the competent authority and full and complete payment made by the Allottee as per the agreement, shall offer in writing the possession of the Apartment to the Allottee in terms of this agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter 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. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

19. The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy. Upon completion of the 15 day period, the Allottee shall be deemed to have taken possession of the Apartment.
20. Failure of Allottee to take possession of Apartment upon receiving a written intimation from the Promoter as per clause 18, the Allottee shall take possession of the Apartment from the Promoter by paying the holding charge of Rs. 10 per square feet (of the Apartment) per month, executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee.
21. In case the Allottee fails to take actual possession within the time provided in clause 19, 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 Apartment, the Project Land and the building thereon.
22. The Allottee shall at the time of taking possession or deemed possession, within a period of 30 days upon taking possession or deemed possession under clause 19, inform the Promoter of any defect in the Apartment. The Promoter shall within a reasonable period rectify the defect at its own cost.
23. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect or any defects on account of workmanship, quality or provision of service in the Apartment or the building in which the Apartment is situated, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the Allotees carry out any work within the Apartment or the building in which it is situated 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 shall not be liable to rectify or pay compensation. But the promoter 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. shall not be considered as defective work.

24. The Allottee shall use the Apartment or any part there of 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.
25. The Allottee along with other allottee(s) of apartments in the building shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide. For this purpose, they shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or association or limited company and for becoming a member, including the byelaws of the proposed entity and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of allottees.
26. 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 the case 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.
27. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association (or federation or society) of allottees, as the case may be. The Promoter shall engage the services of a maintenance agency for the maintenance of all the common areas and services, facilities, amenities and up-keep of the building for a period of three years. The Promoter or the association (or federation or society) of allottees, as the case may be may appoint any other maintenance agency after the expiry of the three-year period.
28. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear

and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and buildings 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 buildings. Until the association (or society or company) of allottees is formed and the maintenance of the said structure of the buildings or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. \_\_\_\_\_ per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

29. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: –

(i) Rs. 50,000/- (rupees one lakh) for formation and registration, proportionate share of taxes and other charges/levies in respect, advance deposit for one year towards provisional monthly contribution towards outgoings of the association (or society or company). In the event the costs and expenses are in excess, the Promoter shall recover the same from the Allottee.

(ii) Rs. \_\_\_\_\_ for deposit towards water, electric, and other utility and services connection charges.

(iii) Rs. \_\_\_\_\_ as advance deposit for one year for the maintenance charges to be done by the maintenance agency.

- (iv) Stamp duty and registration charges, as applicable.
30. At the time of registration of conveyance or lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said association (or society or company) on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/wing of the building. At the time of registration of conveyance or lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said association (or society or company) 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 association (or society or company).
31. The Promoter hereby represents and warrants to the Allottee as follows: –
- (i) The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement as **Schedule III** and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
  - (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
  - (iii) There are no encumbrances upon the project land or the project except those disclosed in the title report;
  - (iv) There are no litigations pending before any court of law with respect to the project land or Project except those disclosed in the title report;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land and the building in which the Apartment is situated 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 Land and the building in which the Apartment is situated shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Land and the building in which the Apartment is situated;

- (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 with any person or party with respect to the Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association (or society or company) of allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association (or society or company) of the Allottees;
- (x) The Promoter has duly paid and shall continue to pay and discharge, till 15 days of the date of notice issued under clause 18, 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 project land and/or the Project except those disclosed in the title report.

32. The Allottee himself/herself and for and on behalf of all persons into whose hands the Apartment may come hereby covenants with the Promoter as follows: –

- (i) To maintain the Apartment at the Allottee's own cost from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority. The Allottee shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated. In case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the damages.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the



Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or association (or society or company).
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the building in which the Apartment is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of

user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

(ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

(x) The Allottee and the occupiers of the Apartment are required to put a white lining behind all curtains so that the façade has a uniform white color on the outside.

33. The Allottee shall observe and perform all the rules and regulations which the association (or society or company) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the association (or society or company) regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

34. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit on account of the share capital for the promotion of the association (or society or company) or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

35. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Project Land or the building in which the Apartment is situated. The Allottee shall have no claim save and except in respect of the Apartment along with the proportionate undivided interest hereby agreed to be

sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Promoter until sold/allotted.

36. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
37. Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the sub-registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
38. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.
39. This Agreement may only be amended through written consent of the Parties.
40. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the

Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

41. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
42. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s), the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.
43. 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.
44. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the sub-registrar. Thereafter this Agreement shall be deemed to have been executed.

45. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act. 1908 and the Promoter, through his authorised attorney, will attend such office and admit execution thereof.
46. 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 e-mail address specified below:–

Name of Allottee

(Allottee's Address)

Notified Email ID: .....

M/s Promoter name

(Promoter Address)

Notified Email ID: .....

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post and email 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.

47. That in case there are joint-allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
48. The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee.
49. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority

as per the provisions of the Real Estate (Regulation and Development) Act, 2016, rules and regulations, thereunder.

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

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

*[...All Schedules to be added...]*

**SIGNED AND DELIVERED**

Allottee: (including joint buyers)

(1)

(2)

At ..... on .....

in the presence of WITNESSES:

1. Name

Signature .....

2. Name

Signature .....

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1)

(Authorised Signatory)

WITNESSES:

Name

Signature .....

Name

Signature .....

Received from the Allottee above named the sum of Rupees ..... on, or as of,  
execution of this agreement towards earnest money deposit or application fee

I say received.

(Promoter)