

**AGREEMENT FOR SALE**

**THIS AGREEMENT**, made and entered on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ in the year Two Thousand and Twenty One (xx/xx/2021) at Mapusa, Goa, Taluka of Bardez, District of North Goa, State of Goa.

**BETWEEN**

**1. M/S RAJ HOUSING DEVELOPMENT PVT. LTD.**, a company incorporated under the Companies Act having its registered office at 401, 4<sup>th</sup> floor, Rajdeep Galleria, Sadar, Ponda-Goa, and bearing **CIN:** \_\_\_\_\_ **PTC 003657**, holding **PAN:** \_\_\_\_\_

represented herein by its Director **SHRI. SANDIP alias SANDEEP NILKNATH NIGALYE**, s/o. Shri. Nilkanth Nigalye, age 52 yrs, married, business, Indian National r/o. Khadpabandh, Ponda-Goa, holding **PAN:** \_\_\_\_\_, **AADHAAR NO.:** \_\_\_\_\_, duly authorized vide Resolution dated 14.03.2019, **CONTACT: 0832/2314647**, **EMAIL ID: [sales@rajhousinggoa.com](mailto:sales@rajhousinggoa.com)**, hereinafter referred to as the '**VENDOR/ PROMOTER**' (which expression shall unless repugnant to the context or meaning thereof include all its Directors, assigns, executors and/or administrators) **OF THE FIRST PART.**

**AND**

**2(a). MR./MRS.** \_\_\_\_\_, s/d/o \_\_\_\_\_, w/o \_\_\_\_\_, aged \_\_\_\_ years, occupation \_\_\_\_\_, holding **PAN:** \_\_\_\_\_, **AADHAAR No.:** \_\_\_\_\_, **Mobile No.:** \_\_\_\_\_, **Email Id:** \_\_\_\_\_ and his/her wife/husband;

**2(b). MRS./MR.** \_\_\_\_\_, s/d/o \_\_\_\_\_, w/o \_\_\_\_\_, aged \_\_\_\_ years, occupation \_\_\_\_\_, holding **PAN:** \_\_\_\_\_, **AADHAAR No.:** \_\_\_\_\_, **Mobile No.:** \_\_\_\_\_, **Email Id:** \_\_\_\_\_, both major, married, \_\_\_\_\_ Indian \_\_\_\_\_ Nationals, \_\_\_\_\_ **R/o.** \_\_\_\_\_, hereinafter

referred to as the “**PURCHASER/ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her heirs, legal representatives, executors, administrators and assigns) **OF THE SECOND PART.**

**WHEREAS VENDOR/PROMOTER HEREIN REPRESENT AS UNDER:**

That there exists an immovable property known as ‘SANTINACHI ADDI’ bearing Chalta no.1 of P.T. Sheet no.8 of City Survey of Mapusa, situated at Karaswada, Mapusa, Bardez-Goa, totally admeasuring 20,385 sq. mts., the said property is neither found to be registered in the Land Registration Office of Bardez Taluka nor it is enrolled in the Matriz Predial. The same is described in **SCHEDULE-I** written hereunder and hereinafter referred to as the “**SAID PROPERTY**”.

That Shri. Ramnath Laxaman Harmalkar, Shri. Digamber Ramnath Harmalkar, Mrs. Sunita Digamber Harmalkar, Shri. Laxman Ramnath Harmalkar, Mrs. Nirmala @ Laxmi Laxman Harmalkar, Shri. Sushant Ramnath Harmalkar, Mrs. Shreya Sushant Harmalkar, Smt. Sugandha Gurudas Harmalkar, Shri. Siddarth Gurudas Harmalkar, Mrs. Resha Siddarth Harmalkar, Shri. Sameer Gurudas Harmalkar, Mrs. Amita Sameer Harmalkar, Miss. Shradha Gurudas Harmalkar, Alias Mrs. Shradha Gunjan Naik, Mr. Gunjan Denanath Naik, Mrs. Ranjita Ramdas Agarwadekar, Shri. Ramdas Yeshwant Agarwadekar, Shri. Krishna Laxman Harmalkar, Smt. Vijaya Krishna Harmalkar, (hereinafter referred to as the “**Original Owners**”) were holders in possession of said property alongwith other properties which originally belonged to the Comunidade of Mapusa, totally admeasuring 2,47,190 sq. mts.

That since the Comunidade of Mapusa started interfering with the properties and possession of the Original Owners, the Original Owners in the year 1997 filed a Civil Suit bearing no. 29/1997/C, before the

Civil Judge Senior Division, Mapusa, restraining the Comunidade of Mapusa, its agents, representatives, or any other person acting on their behalf from interfering with the said properties and the other properties.

That Original Owners and the Comunidade of Mapusa in order to put an end to the litigation came to an amicable settlement and filed consent terms in the said suit after obtaining permission from the Administrative Tribunal Panaji as required under the code of Comunidade to file consent terms, the said permission was sought by the Administrator of Comunidade (North Zone) and same is bearing no. 5/ADM/COM/2007/SUIT/PERMISSION dated 12/04/2007.

That after perusing the records and in view of the consent terms filed and permission obtained the Civil Judge Senior Division Mapusa ('C' Court) passed a Judgment and Decree dated 30/06/2007 declaring the Comunidade of Mapusa as exclusive owners of properties shown in the Schedule-I described in the consent terms and Original Owners were declared as exclusive owners of the said Property alongwith other properties shown in Schedule-II described in the consent terms.

That after the said Judgement and Decree, the Original Owners filed necessary proceedings in the Inspector of Surveys & Land Records, City Survey of Mapusa, bearing no. ISLR/CTS/MPS/CONF/1/2008 to include their name in the Form D of Chalta no.1 P.T. Sheet no.8 and by Judgment and Order dated 16<sup>th</sup> May 2008, the Original Owners got the said property confirmed in their name in the Survey Records, after complying all procedure as required under the Goa Land Revenue Code.

That Original Owners by virtue of the said Judgment and Order have become the sole and exclusive owners in respect of the said property.

That by virtue of Sale Deed dated 04/03/2009 duly registered, the Original Owners have sold a plot of land which forms part of the said

property admeasuring 1179 sq. mts. to one Mr. Edwin Petronilla Nazareth.

That as such Original Owners now own and are in exclusive possession of the remaining plot of land admeasuring 19052 sq. mts. and more particularly described in **SCHEDULE-II** written hereunder and hereinafter referred to as the “**SAID PLOT**”.

That in terms of Deed of Sale dated 05/03/2019 and Registered before Sub-Registrar of Bardez at Mapusa and bearing Registration No. BRZ-1-647-2019 dated 12/3/2019, the Original Owners; Shri. Ramnath Laxaman Harmalkar, Shri. Digamber Ramnath Harmalkar, Mrs. Sunita Digamber Harmalkar, Shri. Laxman Ramnath Harmalkar, Mrs. Nirmala @ Laxmi Laxman Harmalkar, Shri. Sushant Ramnath Harmalkar, Mrs. Shreya Sushant Harmalkar, Smt. Sugandha Gurudas Harmalkar, Shri. Siddarth Gurudas Harmalkar, Mrs. Resha Siddarth Harmalkar, Shri. Sameer Gurudas Harmalkar, Mrs. Amita Sameer Harmalkar, Miss. Shradha Gurudas Harmalkar, Alias Mrs. Shradha Gunjan Naik, Mr. Gunjan Denanath Naik, Mrs. Ranjita Ramdas Agarwadekar, Shri. Ramdas Yeshwant Agarwadekar, Shri. Krishna Laxman Harmalkar, Smt. Vijaya Krishna Harmalkar, sold and conveyed said Plot to M/S Raj Housing Development Pvt. Ltd., the **VENDOR/PROMOTER** herein, who since then are exclusive Owners in possession of the said Plot.

**AND WHEREAS** the **VENDOR/PROMOTER** has obtained Sanad for Non-Agricultural Residential use of Land from the Office of Collector, North Goa at Panaji bearing No. RB/CNV/BAR/AC-I/33/2012 dated 05/04/2013 for the said Plot bearing Chalta no.1 of P.T. Sheet no.8 of city survey, Mapusa.

**AND WHEREAS** the Office of the North Goa Planning and Development Authority, Panaji-Goa has issued an Order for Development Permission under S. 44 of the Town and Country Planning

Act of 1974, for the said Plot bearing Chalta no.1 of P.T. Sheet no.8 of city survey, Mapusa, on 26.03.2018 under No. NGPDA/M/1053/2523.

**AND WHEREAS** the Office of the Directorate of Health Services Urban Health Center, Mapusa-Goa, had issued a NO OBJECTION CERTIFICATE dated 22.02.2017 under No. UHCM/NOC-Const./2016-17/1709 for the said Plot bearing Chalta no.1 of P.T. Sheet no.8 of city survey, Mapusa.

**AND WHEREAS** the Office of the Mapusa Municipal Council, Mapusa-Goa had issued a Construction Licence under No. 77 dated 13/03/2014 for construction of a Residential and Commercial Complex in the said Plot bearing Chalta no.1 of P.T. Sheet no.8 of city survey, Mapusa.

**AND WHEREAS** Architect Mr. Sidharth Naik, having Reg.No.:AR/0027/2010 of M/S Ulysis, Panjim-Goa, has prepared plans for construction of Residential and Commercial complex in the said Plot bearing Chalta no.1 of P.T. Sheet no.8 of city survey, Mapusa.

**AND WHEREAS** the Sub Registrar of Mapusa-Goa has issued a Nil Encumbrance Certificate for the said Plot bearing Chalta no.1 of P.T. Sheet no.8 of city survey, Mapusa, under Certificate No. 2659 of 2019 dated 02/12/2019.

**AND WHEREAS** the Directorate of Fire and Emergency Services, Panaji- Goa has issued a No Objection Certificate for the said Plot bearing Chalta no.1 of P.T. Sheet no.8 of city survey, Mapusa, under Certificate No. DFES/FP/C-1/3/18-19/306 dated 24/08/2018 to the VENDOR/PROMOTER herein.

**AND WHEREAS** the VENDOR/PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the complexes and the VENDOR/PROMOTER accepts the

professional supervision of the Architect and the structural Engineer till the completion of the complex/complexes.

**AND WHEREAS** by virtue of the Deed of Sale dated 05/03/2019, the VENDOR/PROMOTER has sole and exclusive right to sell the Apartments/shops in the said complex/complexes to be constructed by the VENDOR/PROMOTER on the said plot and to enter into Agreement/s with the PURCHASER/ALLOTTEE/s for sale of the Apartments/shops and receive the sale consideration in respect thereof.

**AND WHEREAS** the VENDOR/PROMOTER, accordingly, is carrying out the construction of a complex/complexes on the said Plot in the Project identified and named as “**RAJ ENCLAVE**”, hereinafter referred to as the “**SAID PROJECT**”.

**AND WHEREAS** on request from the PURCHASER/ALLOTTEE, the VENDOR/PROMOTER has given inspection to the PURCHASER/ALLOTTEE of all the documents of title relating to the said Plot and the plans, designs and specifications of the said Project prepared by the VENDOR/PROMOTER’s said Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the PURCHASER/ ALLOTTEE has acknowledged the receipt of the same.

**AND WHEREAS** the Certificate of Title issued by Adv. Satish S.S. Pilgaonkar, having Office at 410/411, Rajdeep Galleria, Above Axis Bank, Sadar, Ponda-Goa, dated 15/03/2019, shows the nature of the title of the VENDOR/PROMOTER to the said Plot on which the complex/complexes are constructed or are to be constructed.

**AND WHEREAS** all the plans of the Layout as proposed by the VENDOR/PROMOTER, according to which the construction of the complex/es and open space/s are proposed to be provided for, on the

said project are sanctioned and approved by the concerned Competent Authorities.

**AND WHEREAS** the authenticated copy of the Site Plan showing the Layout of the complex/es and open space/s as proposed to be constructed by the **VENDOR/PROMOTER** on the said project have been annexed hereto.

**AND WHEREAS** the authenticated copy of the Floor Plan showing specifications of the Apartment agreed to be purchased by the **PURCHASER/ALLOTTEE**, have been annexed hereto.

**AND WHEREAS** the **VENDOR/PROMOTER** has got necessary approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said complex/complexes 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 complex/complexes.

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions, which are observed and performed by the **VENDOR/PROMOTER** while developing the said Plot and the said complex/complexes and upon due observance and performance of which only the completion or occupancy certificate in respect of the said complex/complexes shall be granted by the competent local authority.

**AND WHEREAS** the **VENDOR/PROMOTER** has accordingly commenced construction of the said complex/complexes in accordance with the said sanctioned/approved plans.

**AND WHEREAS** the **PURCHASER/ALLOTTEE** has applied to the **VENDOR/PROMOTER** for allotment of an **APARTMENT No.** \_\_\_\_\_ of the type \_\_\_\_\_ **BHK**, on \_\_\_\_\_ **FLOOR**, situated in the Complex No. “\_\_” being constructed in the **Phase-\_\_** of the said Project, for the total consideration/price of **Rs.** \_\_\_\_\_ **/- (Rupees**

\_\_\_\_\_ **only**), more particularly described in **SCHEDULE-III** written hereunder and hereinafter referred to as the “**SAID APARTMENT/UNIT**”.

**AND WHEREAS** the carpet area of the said Apartment is \_\_\_\_\_ **square meters** appx. (corresponding to super built up area of \_\_\_\_\_ **sq. mtrs.**) and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the PURCHASER/ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PURCHASER/ALLOTTEE, but includes the area covered by the internal partition walls of the Apartment.

**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 PURCHASER/ALLOTTEE has paid to the VENDOR/PROMOTER a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on \_\_\_\_ by way of transfer of funds with RTGS, **OR** by way of cheque bearing cheque no. \_\_\_\_\_, dated xx/xx/2021, drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch; (being part payment of the sale consideration of the Apartment agreed to be sold by the VENDOR/PROMOTER to the PURCHASER/ ALLOTTEE (the receipt whereof the VENDOR/PROMOTER hereby admit and acknowledge) and the PURCHASER/ALLOTTEE has agreed to pay to the VENDOR/PROMOTER the balance of the sale consideration/price in the manner more particularly described in **SCHEDULE-IV** written hereunder.

**AND WHEREAS** the VENDOR/PROMOTER has registered the Project under the provisions of the Real Estate (Regulation &

Development) Act, 2016 and rules framed thereunder with the Goa Real Estate Regulatory Authority under No. **PRGO11190946 for Phase-I** and **PRGO01200950 for Phase-II**.

**AND WHEREAS** under section 13 of the said Act the VENDOR/PROMOTER is required to execute a written Agreement for sale of said Apartment with the PURCHASER/ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the VENDOR/PROMOTER hereby agrees to sell and the PURCHASER/ALLOTTEE hereby agrees to purchase the said Apartment.

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

1. The VENDOR/PROMOTER shall construct the said complex/complexes on the said Plot in accordance with the plans, designs and specifications as approved by the competent authorities from time to time.

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

**1(a)** The PURCHASER/ALLOTTEE hereby agrees to purchase from the VENDOR/PROMOTER and the VENDOR/PROMOTER hereby agrees to sell to the PURCHASER/ALLOTTEE, **Apartment No. \_\_\_\_\_** of the type **\_\_\_\_\_BHK** of carpet area admeasuring **\_\_\_\_\_ sq. meters** appx. corresponding to super built up area of **\_\_\_\_\_ sq. meters**. The Apartment shall also have an exclusive

balcony having an area of \_\_\_\_\_ **sq. meters**, (OPTIONAL:alongwith an exclusive terrace area of \_\_\_\_\_ **sq. mtrs.**.) on \_\_\_\_\_ **FLOOR** in the complex \_\_\_\_\_, as shown and marked with red boundary lines on the Floor Plan annexed hereto, more particularly described in **SCHEDULE-III** written hereunder, and hereinafter referred to as the **“SAID APARTMENT”** for a total price/consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, along with the proportionate undivided right/share in the said plot, on certain terms conditions and stipulations hereinafter contained.

**1(b)** The **VENDOR/PROMOTER** hereby agrees to allot to the **PURCHASER/ALLOTTEE** a Covered Parking Space bearing No. \_\_\_\_\_ situated at stilt floor, as shown and marked with red boundary lines on the Parking Plan annexed hereto.

**1(c)** The above said total price/consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** includes the cost of the construction of the said Apartment **OR** includes the cost of the construction of the said Apartment alongwith allotment of the Covered Parking Space to the **PURCHASER/ALLOTTEE**. It is clarified that while above said price/consideration does not include the rights to the Terrace.

**1(d)** If the **PURCHASER/ALLOTTEE** commits default in payment of any of the installments aforesaid on its respective due dates, as per **SCHEDULE-IV** and/or in observing and performing any of the terms and conditions of this Agreement, the **VENDOR/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 **VENDOR/PROMOTER** shall, however, on such termination, refund to the **PURCHASER/ALLOTTEE** the amounts, if any, which may have till then been paid by the **PURCHASER/ALLOTTEE** to the **VENDOR/PROMOTER**, after forfeiting an amount of **Rs. 2,00,000 /-** (Rupees Two Lakhs Only) without any further amount by way of

interest or otherwise. In case of cancellation/ termination of the present Agreement any outgoings towards taxes, duties etc. incurred by the VENDOR/PROMOTER on account of the PURCHASER/ALLOTTEE shall be deducted from the amount refundable to the PURCHASER/ALLOTTEE.

**1(e)** The total price/consideration above excludes Taxes (consisting of tax paid or payable by the VENDOR/PROMOTER by way of Infrastructure tax, GST and Cess or any other taxes, fees etc. which may be levied, in connection with the construction of and carrying out the Project payable by the VENDOR/PROMOTER up to the date of handing over the possession of the Apartment which shall be recovered from the PURCHASER/ALLOTTEE as applicable.

**1(f)** 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/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The VENDOR/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDOR/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 PURCHASER/ALLOTTEE, which shall only be applicable on subsequent payments.

**1(g)** The VENDOR/PROMOTER shall confirm the final carpet area that has been allotted to the PURCHASER/ALLOTTEE after the construction of the Complex 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 actual carpet area shall be

recalculated upon confirmation by the VENDOR/PROMOTER. If there is any reduction in the carpet area within the defined limit then VENDOR/PROMOTER shall refund the excess money paid by PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real 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 PURCHASER/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASER/ALLOTTEE, the VENDOR/PROMOTER shall demand additional amount from the PURCHASER/ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

**1(h)** The PURCHASER/ALLOTTEE authorizes the VENDOR/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 VENDOR/PROMOTER may in its sole discretion deem fit and the PURCHASER/ALLOTTEE undertakes not to object/demand/direct the VENDOR/PROMOTER to adjust his payments in any manner.

**2.1** The VENDOR/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 PURCHASER/ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

**2.2** Time is essence for the VENDOR/PROMOTER as well as the PURCHASER/ALLOTTEE. The VENDOR/PROMOTER shall

abide by the time schedule for completing the said project and handing over the Apartment to the PURCHASER/ALLOTTEE and the common areas to the association of the PURCHASER/ALLOTTEE/s after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASER/ALLOTTEE/s have paid all the consideration and other sums due and payable to the VENDOR/PROMOTER as per the Agreement. Similarly, the PURCHASER/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 VENDOR/PROMOTER.

**3.** The VENDOR/PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the said Plot is 30,252.35 square meters only. The VENDOR/PROMOTER has disclosed the Floor Area Ratio of 150% as proposed to be utilized by them on the said Plot in the said Project and PURCHASER/ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments/shops to be carried out by the VENDOR/PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall enure to the benefit of VENDOR/PROMOTER only.

**4.1** If the VENDOR/PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment to the PURCHASER/ALLOTTEE, the VENDOR/PROMOTER agrees to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the said Rules, on all the amounts paid by the PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession. The PURCHASER/ALLOTTEE agrees to pay to the VENDOR/PROMOTER, interest as specified in the said Rules, on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the VENDOR/PROMOTER under the

terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE to the VENDOR/PROMOTER.

**4.2** Without prejudice to the right of VENDOR/PROMOTER to charge interest in terms of sub clause 4.1 above, on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/ALLOTTEE to the VENDOR/PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/ALLOTTEE committing three defaults of payment of installments, the VENDOR/PROMOTER shall at his own option, may terminate this Agreement: Provided that, VENDOR/PROMOTER shall give notice of fifteen (15) days in writing to the PURCHASER/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the VENDOR/PROMOTER within the period of notice then at the end of such notice period, VENDOR/PROMOTER shall be entitled to terminate this Agreement without any further notice.

Provided further that upon termination of this Agreement as aforesaid, the VENDOR/PROMOTER shall refund to the PURCHASER /ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other outgoings paid/incurred by the VENDOR/PROMOTER on account of the PURCHASER/ALLOTTEE) 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 PURCHASER/ALLOTTEE to the VENDOR/PROMOTER and the VENDOR/PROMOTER shall not be liable to pay to the PURCHASER/ALLOTTEE any interest on the amount so refunded.

**5.** The VENDOR/PROMOTER shall provide branded or its equivalent fixtures and fittings with regard to the flooring and sanitary fittings and other amenities in the said complexes and the Apartment.

**6.1** The VENDOR/PROMOTER shall give possession of the Apartment to the PURCHASER/ALLOTTEE, subject to the performance and fulfillment of all the obligations of the PURCHASER/ALLOTTEE as contained hereunder, on or before 31<sup>st</sup> day of December 20\_\_\_\_. The PURCHASER/ALLOTTEE shall be entitled to take possession of the Apartment as contemplated hereinabove, only if they have duly observed, fulfilled and performed all the obligations and stipulations contained in this Agreement and on their part to be observed and performed and has also duly paid to the VENDOR/PROMOTER all amounts as and when payable by them under this agreement.

**6.2** If the VENDOR/PROMOTER fails or neglects to give possession of the Apartment to the PURCHASER/ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the VENDOR/PROMOTER shall be liable on demand to refund to the PURCHASER/ALLOTTEE the amounts already received by him/her in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the VENDOR/PROMOTER received the sum till the date the amount is repaid.

Provided that the VENDOR/PROMOTER shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of complex in which the Apartment is to be situated is delayed on account of;

(i) War, strike, civil commotion or unrest;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Act of god or act of nature, pandemics or other causes which are unavoidable and beyond the reasonable control of the VENDOR/PROMOTER claiming force majeure, non-availability of building material/s on account of Government regulations etc.

**7.1 Procedure for taking possession :-**

**7.1.(a)** The VENDOR/PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/ALLOTTEE as per the Agreement shall offer in writing the possession of the Apartment, to the PURCHASER/ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such intimation and the VENDOR/PROMOTER shall give possession of the Apartment to the PURCHASER/ALLOTTEE. The VENDOR/PROMOTER agrees and undertakes to indemnify the PURCHASER/ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR/PROMOTER. The PURCHASER/ALLOTTEE agree(s) to pay the maintenance & other charges as determined by the VENDOR/PROMOTER or association of PURCHASER/ALLOTTEE(s), as the case may be. The VENDOR/PROMOTER on its behalf shall offer the possession to the PURCHASER/ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

**7.1.(b)** Upon obtaining Occupancy Certificate the VENDOR/PROMOTER shall execute/get executed the Conveyance of the said Apartment along with undivided proportionate share of land at the cost of the PURCHASER/ALLOTTEE/s in the names of various the PURCHASER/ALLOTTEE/s applicable at the market rate prevailing thereon and exclusively to be decided by the VENDOR/PROMOTER only or in favour of the Society or Association or a Limited Company or legal entity of the PURCHASER/ALLOTTEE/s.

**7.2** The PURCHASER/ALLOTTEE shall take possession of the Apartment within one (1) month of the written notice from the

VENDOR/PROMOTER to the PURCHASER/ALLOTTEE intimating that the said Apartments are ready for use and occupancy.

**7.3 Failure of PURCHASER/ALLOTTEE to take Possession of Apartment:**

Upon receiving a written intimation from the VENDOR/PROMOTER as per clause 7.1, the PURCHASER/ALLOTTEE shall take possession of the Apartment from the VENDOR/PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the VENDOR/PROMOTER shall give possession of the Apartment to the PURCHASER/ALLOTTEE. In case the PURCHASER/ALLOTTEE fails to take possession within the time provided in clause 7.2, such PURCHASER/ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the complex thereon.

**7.4** If within a period of five years from the date of handing over the Apartment to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the VENDOR/PROMOTER any structural defect in the Apartment or the complex in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the VENDOR/PROMOTER at their own cost and in case it is not possible to rectify such defects, then the PURCHASER/ALLOTTEE shall be entitled to receive from the VENDOR/PROMOTER, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/ALLOTTEE carries out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the VENDOR/PROMOTER shall not be liable to rectify or pay compensation. But the

VENDOR/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. cannot be considered as defective work.

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

**9.1** The PURCHASER/ALLOTTEE along with other PURCHASER/ALLOTTEE(s) of Apartments in the complex shall join in forming and registering the Society or Association or a Limited Company or legal entity to be known by such name as the VENDOR/PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or a Limited Company or legal entity and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the VENDOR/PROMOTER within seven days of the same being forwarded by the VENDOR/PROMOTER to the PURCHASER/ALLOTTEE, so as to enable the VENDOR/PROMOTER to register the common organization of PURCHASER/ALLOTTEE. No objection shall be taken by the PURCHASER/ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

**9.2** Within 15 days after notice in writing is given by the VENDOR/PROMOTER to the PURCHASER/ALLOTTEE that the Apartment is ready for possession and occupancy, the PURCHASER/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 said plot, said project and Complex/complexes; 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 said Plot, said project and complex/complexes. Until the association of PURCHASER/ALLOTTEE/s is formed and the maintenance of the said structure of the complex/complexes or wings is transferred to it, the PURCHASER/ALLOTTEE shall pay to the VENDOR/PROMOTER such proportionate share of outgoings as may be determined from time to time.

**10.** The PURCHASER/ALLOTTEE shall on or before delivery of possession of the said Apartment keep deposited with the VENDOR/PROMOTER, the following amounts:

(i) Rs. 5,000/- towards expenses for formation and registration of the Society or Limited Company/Federation/Apex body.

(ii) Rs. 60,000/- towards electrical, water connection expenses.

(iii) Rs. \_\_\_\_\_/- towards reimbursement of Infrastructure Tax.

(iv) Rs. \_\_\_\_\_/- towards maintenance of the Society or Limited Company/Federation/Apex Body for 5 years.

\*(The above amounts are exclusive of taxes if any, applicable for from time to time)

**11.** At the time of registration of conveyance of the structure of the complex/complexes or wing of the complex or the said Plot, the PURCHASER/ ALLOTTEE shall pay to the VENDOR/PROMOTER, the PURCHASER/ALLOTTEEs' share of stamp duty and registration charges payable, by the said Society or Limited Company/ Federation/

Apex body on such conveyance or any document or instrument of transfer in respect of the structure of the said Complex/complexes or wing of the complex or the said Plot to be executed in favour of the Society or Limited Company/ Federation/ Apex body.

**12. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER:**

The VENDOR/PROMOTER hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:

- i. The VENDOR/PROMOTER has clear and marketable title with respect to the said Plot; as declared in the Certificate of Title issued by Adv. Satish S.S. Pilgaonkar, dated 15/03/2019 and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the Project;
- ii. The VENDOR/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 litigations pending before any Court of law with respect to the said Plot or said Project;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot and said complex/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said Plot and said complex/complexes shall be obtained by following due process of law and the VENDOR/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Plot and said complex/complexes and common areas;

v. The VENDOR/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 PURCHASER/ALLOTTEE created herein, may prejudicially be affected;

vi. The VENDOR/PROMOTER has not entered into any Agreement for sale and/or Development Agreement or any other agreement / arrangement with any person or party with respect to the said plot, including the said Project and the said Apartment which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;

vii. The VENDOR/PROMOTER confirms that the VENDOR/PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association of PURCHASER/ALLOTTEE/s the VENDOR/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASER/ALLOTTEE/s;

ix. The VENDOR/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, taxes, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

x. 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 VENDOR/PROMOTER in respect of the said Plot and/or the said Project except those disclosed in the title report.

**13. PURCHASER/ALLOTTEE HEREBY COVENANTS WITH THE VENDOR/PROMOTER AS FOLLOWS:**

The PURCHASER/ALLOTTEE/s or himself/herself/themselves with intention to bring all person/s into whosoever hands the Apartment may come, hereby covenants with the VENDOR/PROMOTER as follows:

i. To maintain the Apartment at the PURCHASER/ALLOTTEE's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the complex 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 complex in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the VENDOR/PROMOTER or the Society/ Association/ Limited Company/ Apex Body/Federation/Legal Entity once formed, as the case may be and 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 complex in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the complex in which the Apartment is situated, including entrances of the complex in which the Apartment is situated and in case any damage is caused to the complex in which the Apartment is situated or the Apartment on account of negligence or default of the PURCHASER/ALLOTTEE in this behalf, the PURCHASER/ALLOTTEE shall be liable for the consequences of the breach.

iii. To carry out at 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 VENDOR/PROMOTER to the PURCHASER/ALLOTTEE and shall not do or suffer to be done

anything in or to the complex in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the Society/ Association/ Limited Company/ Apex Body/Federation/Legal Entity which shall be formed and of the concerned local authority or other public authority. In the event of the PURCHASER/ALLOTTEE committing any act in contravention of the above provision, the PURCHASER/ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority or to compensate the residents of the complex in which the Apartment is situated.

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 color scheme of the complex in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the complex in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the VENDOR/PROMOTER and/or the Society or Association or a Limited Company or legal entity.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the complex 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 said Plot and the complex in which the Apartment is situated.

vii. Pay to the VENDOR/PROMOTER within fifteen days of demand by the VENDOR/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 in connection to the complex in which the Apartment is situated.

viii. To bear and pay increase in local taxes, electrical/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 PURCHASER/ALLOTTEE for any purposes other than for purpose for which it is sold.

ix. The PURCHASER/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the PURCHASER/ALLOTTEE to the VENDOR/PROMOTER under this Agreement are fully paid up.

x. The PURCHASER/ALLOTTEE shall observe and perform all the rules and regulations which the Society/Association/ Limited Company/Apex Body/Federation/Legal Entity 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 complex and the Apartments therein and for the observance and performance of the Complex Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER/ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Association/ Limited Company/Apex Body/Federation/Legal Entity regarding the occupancy and use of the Apartment in the Complex and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

**14.** The VENDOR/PROMOTER shall maintain a separate account in respect of sums received by the VENDOR/PROMOTER from the PURCHASER/ALLOTTEE on account of the share capital for the promotion of the Society/Association/ Limited Company/Apex Body/Federation/Legal Entity or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

**15.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Complex or any part thereof. The PURCHASER/ALLOTTEE shall have no claim save and except in respect of the Apartment along with the proportionate undivided right/share in the said plot hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the VENDOR/PROMOTER until sold/allotted.

**16. VENDOR/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the VENDOR/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 PURCHASER/ALLOTTEE who has taken or agreed to take such Apartment.

**17. BINDING EFFECT:**

Forwarding this Agreement to the PURCHASER/ALLOTTEE by the VENDOR/PROMOTER does not create a binding obligation on the part of the VENDOR/PROMOTER or the PURCHASER/ALLOTTEE until, firstly, the PURCHASER/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 PURCHASER/ALLOTTEE and secondly, appears for

registration of the same before the concerned Sub Registrar as and when intimated by the VENDOR/PROMOTER. If the PURCHASER/ALLOTTEE(s) fails to execute and deliver to the VENDOR/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDOR/PROMOTER, then the VENDOR/PROMOTER shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE, application of the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE without any interest or compensation whatsoever. Any outgoings such as taxes etc. if any incurred by the VENDOR/PROMOTER on account of the PURCHASER/ALLOTTEE shall be deducted from such refundable amount.

**18. ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

**19. RIGHT TO AMEND:**

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

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE OR SUBSEQUENT PURCHASER/ 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 Apartment shall equally be applicable to and enforceable against any subsequent PURCHASER/ALLOTTEE/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**21. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**22. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other PURCHASER/ALLOTTEE/s in the said Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective PURCHASER/ALLOTTEE/s.

**23. 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.

**24. PLACE OF EXECUTION:**

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

**25.** The PURCHASER/ALLOTTEE and/or VENDOR/PROMOTER shall present this Agreement as well as the conveyance at the proper office of registration within the time limit prescribed by the Registration Act and the VENDOR/PROMOTER will attend such office and admit execution thereof.

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

**VENDOR/PROMOTER:****M/S RAJ HOUSING DEVELOPMENT PVT. LTD.****401, RAJDEEP GALLERIA,****ABOVE AXIS BANK,****SADAR, PONDA – GOA, 403401.****Email: sales@rajhousinggoa.com****PURCHASER/ALLOTTEE:****MR. \_\_\_\_\_****MRS. \_\_\_\_\_****H.NO. \_\_\_\_\_**

\_\_\_\_\_

**Email : \_\_\_\_\_**

It shall be the duty of the PURCHASER/ALLOTTEE and the VENDOR/PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the VENDOR/PROMOTER or the PURCHASER/ALLOTTEE, as the case may be.

**27. JOINT PURCHASER/ALLOTTEES:**

That in case there are Joint PURCHASER/ALLOTTEE/s all communications shall be sent by the VENDOR/PROMOTER to the PURCHASER/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 PURCHASER/ALLOTTEE/s.

**28.** It is agreed and understood that the word “PURCHASER/ALLOTTEE” shall mean and include the purchaser of premises including plural of purchaser as well as feminine gender of purchaser and shall include their heirs, executors, administrators and assigns.

**29.** Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be exclusively borne by the PURCHASER/ALLOTTEE as may be applicable from time to time.

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

**31. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws

of India for the time being in force and the courts in the state of Goa will have the sole jurisdiction for this Agreement.

**32. The Possession of the said Apartment is not yet delivered to the PURCHASER/ALLOTTEE.**

#### **SCHEDULE-I**

**ALL THAT** an immovable property known as 'SANTINACHI ADDI' bearing Chalta no.1 of P.T.Sheet no.8 of city survey Mapusa, situated at Karaswada, Mapusa, Bardez-Goa, totally admeasuring 20,385 sq. mts. the said property is not registered in the Land Registration office of Bardez Taluka nor enrolled in the Matriz Predial and bounded as under :-

**North** : by internal road,

**South** : by chalta no. 9 for P.T. sheet no. 17, by chalta no. 8 and 21 of P.T. sheet no. 17 and by chalta no. 28 and 27 of P.T. Sheet no.7.

**East** : by old road beyond which lies the national Highway no. 17.

**West** : by chalta no.9, 11, P.T. sheet no.7 and road.

#### **SCHEDULE-II**

**ALL THAT PLOT OF LAND** admeasuring an area of 19052 sq. mts. forming of the property referred in the schedule-I surveyed in the office of the Mapusa City survey under Chalta no.1 of P.T.S. no.8 and which plot is bounded as under :-

**North** : by internal road, and partly by remaining part of chalta no.1 of P.T. sheet no.8, sold to Mr.Edwin Nazareth.

**South** : by chalta no. 9 of P.T. sheet no. 17, by chalta no.8 and 21 of P.T. sheet no. 17 and by chalta no. 28 and 27 of P.T.Sheet no.7.

**East** : by old road beyond which lies the national Highway no. 17.

**West** : by chalta no.9, 11, P.T. sheet no.7, by chalta no.3 and 8 of P.T. Sheet no.7 and partly by remaining part of chalta no.1 of P.T. Sheet no.8 sold to Edwin Nazareth.

**SCHEDULE-III**

(Description of the SAID APARTMENT no.: \_\_\_\_\_ )

**Apartment** bearing no. \_\_\_\_\_ of the type \_\_\_\_\_ having carpet area of \_\_\_\_\_ **sq.mtrs.**, corresponding to super built up area of \_\_\_\_\_ **sq. mtrs.**, appx., the Apartment shall also have an exclusive balcony having an area of \_\_\_\_\_ **sq. meters** (OPTIONAL:alongwith an exclusive terrace area of \_\_\_\_\_ **sq. mtrs.**.) situated on the \_\_\_\_\_ **FLOOR** in the Complex No.\_\_\_\_ being constructed in the **Phase-\_\_\_\_\_** of said Project “**RAJ ENCLAVE**” along with undivided proportionate share in the said Plot corresponding to the said Apartment, described in **SCHEDULE-I & II** hereinabove.

The said Apartment is bounded as under:

**East** : \_\_\_\_\_

**West** : \_\_\_\_\_

**South** : \_\_\_\_\_

**North** : \_\_\_\_\_

**SCHEDULE-IV****Consideration/price payable:**

	<b><u>Stages of payment</u></b>	<b><u>Consideration Payable</u></b>
i.	<b>On Booking and signing of Agreement</b>	<b>Rs. _____/-</b>
ii.	<b>On commencement of plinth/ on or before _____</b>	<b>Rs. _____/-</b>
iii.	<b>On Commencement of 1<sup>st</sup> slab</b>	<b>Rs. _____/-</b>
iv.	<b>On Commencement of 3<sup>rd</sup> slab</b>	<b>Rs. _____/-</b>
v.	<b>On Commencement of 5<sup>th</sup> slab</b>	<b>Rs. _____/-</b>
vi.	<b>On Commencement of Masonry</b>	<b>Rs. _____/-</b>
vii.	<b>On Commencement of Plastering</b>	<b>Rs. _____/-</b>
viii.	<b>On Commencement of Tilling</b>	<b>Rs. _____/-</b>
ix.	<b>On Virtual Completion</b>	<b><u>Rs. _____/-</u></b>
	<b>TOTAL</b>	<b>Rs. _____/-</b>

**PLUS**

**GST / INFRASTRUCTURE TAXES AS MAY BE APPLICABLE  
FROM TIME TO TIME.**

**All above payments by cheques shall be drawn favouring M/s.  
Raj Housing Development Pvt. Ltd. – Raj Enclave, Phase \_\_\_\_,  
CD-\_\_\_\_\_, TJSB Sahakari Bank Ltd, Ponda Branch, RERA  
Account.**

**SCHEDULE-V**

**SPECIFICATION:**

**1. Structure:-**

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be of brick masonry/AAC Blocks 10cm and the external walls will be brick/laterite masonry/AAC Blocks 23cm.

**2. Plaster:-**

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat cement plaster/Gypsum plaster.

**3. Tiling:-**

The flooring will be Vitrified tiles or equivalent. Toilet walls will have full height glazed tiles.

**4. Doors:-**

The doors will be of standard size flush/HDF in wooden frame.

**5. Windows:-**

Windows will be of powder coated aluminum sliding shutters.

**6. Kitchen:-**

The Kitchen will have a granite platform with top and 60 cms Glazed granite lining above the platform. Stainless steel sink with single bowl will be provided.

**7. Internal Decor:-**

The walls will be painted with oil bound distemper. Doors will be painted/varnished/ polished.

**8. External Decor:-**

External walls will be painted with weather shield paint on cement base primer.

**9. Plumbing and Sanitary:-**

Soil, waste and water pipes will be partially concealed white glazed European W.C. units will be provided with flushing system. The sanitary installation will be in accordance with Municipal specification. Shower and wash basin will be provided in each toilet with hot and cold mixer fittings.

**10. Electrical Installation:-**

The electrical wiring will be concealed with polycab/Anchor/Finolex or equivalent quality cables. All switches will be of Roma Anchor modular switches or equivalent quality with three phase electricity connection.

**11. Water Tank:-**

A underground sump with an electric pump will be provided.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their hands on the day and the year hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED  
“VENDOR/PROMOTER” OF THE FIRST PART  
M/S RAJ HOUSING DEV. PVT. LTD., through its DIRECTOR

-----

**1. (SHRI. SANDIP alias SANDEEP NILKNATH NIGALYE)**

LHFP

RHFP

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 5. \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED  
“PURCHASER/ALLOTTEE” OF THE SECOND PART**

-----  
**2(a). (MR/MRS. \_\_\_\_\_)**

LHFP

RHFP

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 5. \_\_\_\_\_

-----  
2(b). (MRS/MR. \_\_\_\_\_)

LHFP

RHFP

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

5. \_\_\_\_\_

**In presence of :**

1.

2.