

## **AGREEMENT FOR SALE**

This Agreement for sale is made and executed on this..... day of....., 20-----, at --  
-----,-----,-----.

### **BY AND BETWEEN**

1. M/S -----, a proprietorship firm represented by its sole proprietor, Shri. -----, aged about -----, -----, married/unmarried, son of late -----, resident of H. no. -----, -----, -----, holding Pan card no. ----- and Aadhar card no. -----, ----- National, having his Office, at -----, Floor, -----, -----, -----, Goa, hereinafter referred to as the “**PROMOTER**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their, heirs, nominees, legal representatives, successors, executors, administrators and permitted assigns, ) **OF THE FIRST PART.**

**AND**

2. Mr./Mrs.....  
.....aged about -----years, business/service, married/unmarried,  
son/daughter/wife of -----,resident of House/Flat no.-  
-----,  
-----, holding Pan Card no.-----,Aadhar card no.-----  
-----,----- National, hereinafter called the “**ALLOTTEE**” ( which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs,nominees,legalrepresentatives,successors, executors, administrators, successors and permitted assigns ) **OF THE SECOND PART.**

**WHEREAS:**

1.1 (A) The **Promoter** is the absolute and lawful owner in possession of all that said property identified as “**Plot,-----**”, admeasuring an area of -----, Sq.mts.being part of the larger property known as “-----”, situated at village -----, within the limits of Village Panchayat of -----, Taluka-----, having independent Survey No.-----,which shall hereinafter be referred to as the “**SAID LAND**” and which is more particularly described in Schedule ‘A’ given herebelow,.

(B) The **SAID LAND** is earmarked for the purpose of building a residential Cum commercial project comprising of ----- on the ground floor, Apartments on the -----, ----- Floor and ----- floor, with covered ----- parking spaces on the ----- floor and----- ----- car parking in the said building project which project shall be known as “-----”hereafter referred to as the “**SAID PROJECT**”.

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the **SAID LAND** on which ,**SAID PROJECT** is to be constructed have been completed ;

D. The promoter has been granted the Commencement Certificate /and following permissions / approvals/ licenses to develop the SAID PROJECT as under ;

Zoning Certificate No. -----,dated -----  
-----,issued by the Town and Country Planning  
Department, Panaji-Goa, Certifying that the SAID PROPERTY  
,falls under Settlement Zone.

1. Sanad no.-----dated ----- for  
Survey no.-----, of Village -----, issued by Office of the  
Addl. Collector, North Goa District, Panaji-Goa granting that full  
conversion to the SAID LAND for the purpose of residential use  
under Rule of Goa Daman and Diu Land Revenue ( Conversion  
use of land and non agricultural assessment ) Rule 1969.
2. Technical Clearance, -----,dated -----  
---,issued by the Office of the Town Planner, Town and Country  
Planning Department, Govt. of Goa,Tiswadi-Taluka Office,Patto,  
Panaji-Goa, granted Technical Clearance for the proposed  
construction of residential cum commercial building on the SAID  
LAND.
3. N.O.C.-----,dated.-----,  
issued by the Directorate of Health Services, Primary Health  
Centre, Chimbél, Goa granting NOC for proposed construction of  
residential cum commercial building on the SAID LAND.
4. Construction License No.-----dated -----.  
issued by the office of the Village Panchayat of Mercés, Tiswadi-  
Goa granted, licence for construction of residential cum  
commercial building on the SAID LAND.

E. The Promoter has obtained the final layout plan approvals for  
the SAID PROJECT from Town Planner, Town and Country  
Planning Department, Patto, Panaji,Tiswadi Goa, Directorate of  
Health Services, primary health centre, Chimbél, Goa and village  
Panchayat of Mercés, Tiswadi –Goa, the copies of which are  
collectively annexed hereto and marked as **Annexure- A**. The

Promoter agrees and undertakes that he shall not make any changes of these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

G. The Promoter has appointment a structural Engineer for the preparation of the structural design and drawing of the SAID PROJECT and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the SAID PROJECT.

H. The promoter has registered the SAID PROJECT under the provisions of the Act with the Real Estate (Regulation and Development ) Act 2016, and the Rules and Regulations made thereunder with Real Estate Regulatory Authority at Goa, on -----, under Registration No..... authenticated copy of Registration Certificate is annexed at **Annexure-B.**

1.2 (i) The Allottee hereby agrees to purchase from the **PROMOTER**, and the **PROMOTER** hereby agrees to sell to the **ALLOTTEE** shop/ flat no..... ( hereinafterreferred to as the “SAID SHOP/ FLAT”) having carpet area of.....Sq.mts. and (Total super built up area.....Sq.mts) on ----- floor and Parking no.----- in the stilt reserved or off-street for domestic car parking, as permissible under the applicable law and of prorate.share in the common area (“ Common Areas”) as defined under clause (n) of section 2 of the Act, which more particularly described in Schedule- B and the floor plan of the shop/flat is annexed hereto and marked in red coloured boundary line in **Schedule- C.**

(ii) EXPLANATION regarding super built up area-super built up area shall include (a) carpet area ( b ) built up area (c) undivided common areas of toilet, lift, passage, lobby, staircase etc. The PROMOTER shall have rights to sell only those terrace spaces wherever attached to respective apartments to respective flat holders only.

1.3 On demand from the Allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the SAID PROJECT on the SAID LAND and the plans, designs and specifications prepared by the Promoter's Architect's -----, and of such other documents as are specified under the provisions of the said Act and Rules and Regulations made thereunder and the Allottee has acknowledged the receipt of the same and is satisfied about the title of the Promoter to the SAID PROJECT on the SAID LAND and also satisfied about plan designs, specifications and has agreed to the recitals set out above.

- 1.4 The authenticated copies of the plans of the Layout as approved by the concerned competent authority have been annexed hereto at **Annexure- C**.
- 1.5 The authenticated copies of the plans of the Layout as proposed by the promoter which is the same as approved plan and according to which the construction of the **SAID PROJECT** and open spaces are proposed to be provided for the **SAID PROJECT** have been annexed hereto at **Annexure- C**.
- 1.6 The authenticated copy of specifications, fixtures and fittings of the SAID SHOP/Flat has been mentioned in detailed at **Annexure- D**.
- 1.7 The promoter has got all the approvals from the concerned local authority for the plans, the specifications, elevations, sections of the **SAID PROJECT** and of the building and shall obtain any other approvals from various authorities from time to time so as to obtain the Completion Certificate and Occupancy Certificate for the **SAID PROJECT**.

- 1.8 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- 1.9 The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the **SAIDPROJECT** .
- 1.10 The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by 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;
- 1.11 In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the SAID SHOP/ FLAT.
- 1.12 The Sub Registrar of Ilhas, Tiswadi-Goa, has issued a Nil Encumbrance Certificate under Certificate No. -----, of ----- dated -----, of the **SAID LAND**.
- 1.13 The Promoter's Advocate, -----, has issued a Legal Scrutiny Report and Title Certificate of the SAID LAND which is annexed hereto at, **Annexure- E**.
- 1.14 The Promoter has a clear, legal and marketable title to the **SAID LAND** and **SAID PROJECT** and is entitled to sell the **SAID SHOP/ FLAT**.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENT CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

## **1. TERMS:**

Subject to the terms and conditions as detailed in this agreement, the promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase, the (SAID SHOP/Flat ) as specified in para-1.

The Total price for the ( SAID SHOP/FLAT) is Rs.....(Rupees -----)(hereinafter referred to as the "Total Price") which price includes the cost of construction of the SAID SHOP/FLAT and also the cost of incidence of the land proportionate to the super built-up area of the SAID SHOP/FLAT.

### **EXPLANATION :-**

- (i) The Total price above includes the booking amount paid by the Allottee to the Promoter towards the SAID SHOP/FLAT
- (ii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment within 30 ( Thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.3 The Total price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or, imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee, for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to the effect along with the demand letter being issued to the Allottee which shall only be applicable on subsequent payment.

- i. The total consideration above is exclusive of stamp duty, registration charges, taxes consisting of tax paid or payable by the PROMOTER by way of Infrastructure tax, GST, CGST, Cess or any other statutory taxes which may be levied, in connection with the construction of and carrying out the SAID PROJECT payable by the **PROMOTER** or sale of the SAID SHOP/FLAT up to the date of handing over the possession of the SAID SHOP/FLAT.

1.4 The Allottee shall make the payment as per the payment plan set out in **Schedule -D (“Payment Plan”)**.

1.5 It is agreed that the Promoter shall not make any addition and alternation in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the SAID SHOP/FLAT, as the case may be, without the previous written consent of the Allottee provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act which is/are, permissible.

1.7 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 occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon, confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that 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 meters agreed in Clause 1 (Terms ) of this Agreement.

1.8 Subject to clause 1 (Terms) the Promoter agrees and acknowledges, the Allottee shall have the right to the ( SAID SHOP/FLAT) as mentioned below:



( i ) The Allottee shall have exclusive ownership of the ( SAID SHOP/FLAT);

( ii ) The Allottee, shall also have right to undivided proportionate share in the Common Areas. Since the share/ interest of Allottee in the common Areas is undivided and cannot be divided or separated, the Allottee shall use the common Areas along with other occupants, maintenance staff etc, without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas to the association/society of Allottees as provided in the Act.

( iii ) That the computation of the price of the SAID SHOP/FLAT includes the recovery of price of the land, construction of (not only the SAID SHOP/FLAT but also) the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, Fire detection and fire fighting equipment in the common areas etc. and include cost for providing all other facilities as provided within the project.

1.9. It is made clear by the Promoter and the Allottee agrees that the ( SAID SHOP/FLAT) shall be treated as a single individual unit for all purposes. It is agreed that the project is an independent, selfcontained project covering the SAID LAND and is not a part of any other project or zone and shall not form a part of and/or linked/combinedwith any other project in its vicinity or otherwise except for the purpose of integration of Infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.11. The Promoter agrees to pay all outgoings before transferring the physical possession of the SAID SHOP/FLAT, to the Allottee which it has collected from the Allottee, for the Payment of outgoing ( including land cost, ground rent, Panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected

by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the SAID SHOP/FLAT to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken in respect thereof by such authority or person.

1.12. The Allottee has paid a sum of Rs.....(Rupees.....) as booking amount being part payment towards the total price of the SAID SHOP/FLAT, at the time of Application dated....., the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said SHOP/FLAT, as prescribed in the payment plan as may be demanded by the Promoter within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms, of the Agreement and the Promoter abiding by the Construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment Plan, as mentioned in **Schedule- D** through A/C, Payee Cheque, Demand Draft, Rtgs. or online payment (as applicable) in favour of -----, Account No.-----, IFSC Code- -----, payable at -----, -----branch,-----, or any other Bank with prior permission of the Promoter.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and rules and regulations made thereunder or any statutory amendments (s)

- 3.2. modifications(s) thereof and all other applicable laws including that of
- 3.3. remittance of payment acquisition/ sale/ transfer of immovable properties in India, etc. and provided the Promoter, with such permission, approvals which would enable the promoter to fulfill its obligations under this Agreement. Any refund. Transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, He shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

(3.2 )It is understood that the Promoter accepts no responsibility in this regard and that the Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment /remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### 4. **ADJUSTMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorize/s the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his 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.

**5. TIME IS OF THE ESSENCE :**

1.13. Time is of 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 (SHOP/FLAT) to the Allottee and the common areas to the association/society of the Allottee after receiving the “ occupancy certificate” or the completion certificate or both, as the case may be.

Similary, the Allottee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule-D** (“ Payment Plan”)

**6. CONSTRUCTION OF THE PROJECT:**

The Allottee has read/seen the specifications of the (SHOP/FLAT) and accepted the Payment Plan, floor plans, layout plans, ( annexed along with this Agreement) which have been approved by the competent authority, as represented by the promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the Village Panchayat of -----  
-Goa/any other legal Authority and shall not have an option to make any variation /alteration /modification in such plans, other in the manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE SAID SHOP/FLAT;**

**7.1 Schedule for possession of the said ( SAID SHOP/FLAT) :** The promoter agrees and understands that timely delivery of possession of the (SAID SHOP/FLAT) is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the (SAID SHOP/FLAT ) on or before-----, ( ----- years ----- months) from the date of issue of license for construction by local Panchayat, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the **SAID PROJECT(“Force Majeure”)**:If, however, the completion of the Project is delayed due to the Force Majeure conditions ,then the Allottee agrees that the Promoter shall be entitled to the extension of the time for delivery of possession of the (SAID SHOP/FLAT). Provided that such **ForceMajeure**,conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement theproject due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Attottee agrees that he shall not have any rights, claims,etc, against the promoter and that the promoter shall be released and discharged from all its obligations and liabilities under this agreement.

**7.2 Procedure for taking possession :-** The Promoter upon obtaining the “Occupancy Certificate” from the competent authority shall offer in writing the possession of the (SAID SHOP/FLAT), to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the (SAID SHOP/FLAT) to the Allottee. The Promoter agrees and undertake to indemnify, the Allottee in case of failure of fulfillment of any of the provisions,formalities, documentation on part of the Promoter. The Allottee,agrees to pay the maintenance charges as determined by the Promoter/association of Allottee, as the casemay be. The promoter on its behalf shall offer the possession to the Allottee in writing within -----, days of receiving the occupancy certificate of the SAID PROJECT.

Upon obtaining Occupancy Certificate the promoter shall execute / get executed the Conveyance of the SAID SHOP/FLAT along with undivided proportionate Share of land at the cost of the Allottee in the names of various Allottee as applicable at the market rate prevailing thereon and exclusively to be decided by the promoter. Only in the event the Allottee is not interested in acquiring the (SAID SHOP/FLAT) and upon receipt of such intimation from the Allottee, the Promoter shall be free to transfer the (SAID SHOP/FLAT) to any other third party.

**7.3. Failure of Allottee to take possession:** of (SHOP/FLAT) upon receiving a written intimation from the Promoter as per clause above, the Allottee shall take possession of the (SAID SHOP/FLAT), from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed, in this Agreement, and the Promoter shall give possession of the (SAID SHOP/FLAT) to the Allottee. In case the Allottee fails to take possession within the time provided in clause above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

#### **7.4. POSSESSION BY THE ALLOTTEE.**

After obtaining the “Occupancy certificate” and handing over physical possession of the (SAID SHOP/FLAT) to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

#### **7.5. Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act: Provided that where the Allottee proposes to cancel/ withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.

#### **7.6. COMPENSATION:**

- (A) The promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under that Act and the claim for compensation under the section shall not be barred by limitation provided under any law for the time being in force.
- (B) Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Shop/Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the (SAID SHOP/FLAT) with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the project, the promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, Till the handing over of the possession of the ( Said Shop /Flat).

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The promoter hereby represents and warrants to the Allottee as follows:

- (i) The ( PROMOTER) has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the SAID LAND for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the SAID PROJECT;
- (iii) There are no charges, claims or encumbrances upon the SAID LAND or the SAID PROJECT;
- (iv) There are no litigations pending before any Court of law with respect to the SAID LAND, project or the (SAID SHOP/FLAT);
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROJECT, SAID LAND and (SAID SHOP/FLAT) are valid and subsisting and have been obtained by following due process of law, further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws, in relation to the Project, SAID LAND, Building and SAID SHOP/FLAT and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee's create herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the SAID LAND, including the project and the (SAID SHOP/FLAT) which will, in any manner, affect the rights of Allottee, under this agreement.



- (viii) The promoter confirms that the Promoter is not restrained in any manner whatsoever from selling the (SAID SHOP/FLAT) to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the (SAID SHOP/FLAT) to the Allottee and the common areas to the Association of the Allottee;
- (x) The SAID LAND is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the SAID LAND.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government 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 upto, to the date of obtaining occupancy certificate;
- (xii) No notice from the Government or any other local body or authorities or any legislative enactment, government ordinance, order notification( including any notice for acquisition or requisition of the (SAID LAND) has been received by or served upon the promoter in respect of the SAID LAND and /or the SAID PROJECT.

## 9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered to have committed default, in the following events:

( I )If the Promoter fails to provide ready to move in possession of the (SAID SHOP/FLAT) to the Allottee within the time period specified.

For the purpose of this clause, ready to move in possession, shall mean that the apartment shall be in habitable condition which is complete in all respects;

( ii )Discontinuance of the Promoters business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made thereunder.

9.2 In case of Default by promoter under the conditions listed above, the Allottee wouldbe entitled to the following :

( i ) Stop making further payments to Promoter as demanded by the Promoter.If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

( ii )The Allottee shall have the option of terminating the Agreement in which case the promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the SAID Shop/Flat, along with interest at the rate specified in the rules within forty-five days of receiving the termination notice;

Provided that where an allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the (SAID SHOP/FLAT).

9.3 The Allottee shall be considered to have defaulted, on the occurrence of the following events:

( i ) In case the allottee fails to make payments for 2 consecutive demand made by the promoter as per the Payment Plan annexed hereto in **Schedule-D**, despite having been issued notice in that regard, the Allottee shall be liable to pay interest @ 18% per annum to the Promoter on the unpaid amount at the rate specified in the Rules.

( ii ) In case any default by Allottee under the condition listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the (Shop/Flat) in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### 10. **CONVEYANCE OF THE SAID SHOP/FLAT:**

The promoter, on receipt of complete amount of the price / consideration of the (SAID SHOP/FLAT) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the SAID SHOP/FLAT together with proportionate indivisible share in the Common Areas within 3 ( Three ) months

from the issuance of the “Occupancy Certificate” However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc, so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamps Act, 1899 including any action taken or deficiencies/penalties imposed by the competent authorities..

#### **11. MAINTENANCE OF THE SAID BUILDING/ FLAT / SHOP / PROJECT:**

The Promoter shall be responsible to provide and maintain the essential services in the project till the taking over of the maintenance of the project by the association/society/company/entity of the Allottees upon the issuance of the completion certificate/occupancy certificate of the SAID PROJECT. The cost of such maintenance has been excluded in the Total Price of the (SAID SHOP/FLAT)

##### **11.1. SOCIETY/ENTITY/ ASSOCIATION FOR MAINTENANCE OF ‘--- ----- APARTMENTS .**

(A) The Allottee along with other Allottees of Shop/Flat in the building shall join in forming and registering the Society or Association or a limited Company to be known by such name as the Promoter may decide, and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society/maintenance Ltd. or Association for becoming a member,

(B) including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of allottees. No Objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the memorandum and /or Articles of Association, as may be required by the Registrar of Co-operative Societies or maintenance society Ltd. as the case may be, or any other Competent Authority. Within 30 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 super built up areas of the SAID SHOP/FLAT ) of out-going in respect of the project land and building/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, security person, sweepers, lift and all expenses necessary and incidental to the management and maintenance of the Project land and buildings. Until the association of Allottee 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 outgoing as may be determined.

(C) The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. -----/-** ( -----rupees only ), Per square meter, per month, towards the outgoing and or, maintenance charges. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly by or 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 Builder/Owners to charge interest on the dues, in accordance with the terms and condition contained herein, maintenance charges include security guard salaries, lift AMC, common

lights including staircases, parking's external lights bills ,common water bills, water pumps,septic tank disposable, gardener cost & common area cleaning beyond these expenses. ( **Once the society/association is formed they shall decided the Monthly contribution per unit for daily maintenance charges** ).

(D) In, case of any major repairs or replacement, Society sinking funds fixed deposit interest will be used with the permission of the Allottees, Until & after the exhaustion of this fund Society/Company/ Third party can charge for any repair replacement, maintenance or any other purpose on actual basis or advance for the said purposes or any other purposes.

( E) TheAllottee shall on or before delivery of possession of the said shop/flat keep deposited with the promoter, the following amounts Rs.-----/-, for share money, application entrance fee of the Society or limited ,association or maintenance society Ltd.or any other body.

( F ) The Allotteeshall deposit Rs. -----/- (----- rupees only ), per Shop/Flat or per unit,for non-refundable,deposit towards water, electricity and other utility like electric meter purchases and water meter ,service connection.

( G) The Allottee shall deposit Rs. -----/- ( ----- rupees only )per shop/flat or per unit,for non-refundable,deposits towards installation of electrical receiving, Transformer,Feeder Pillar, sub-station electric meter, electric poles,underground /overhead connections cables laying,Road cutting/ all other approvals etc.

( H ) The Allottee shall deposit Rs.-----/- ( ----- rupees only ), as corpus/Fixed society sinking fund towards maintenance deposit.

( I ) The Allottee shall Pay, **GST, Stamp Duty and registration charges as per the prevailing notification of Government of Goa and applicable rates at the time of Signing of the Agreement .**

( J ) In addition to the above the Allottee shall also pay to the PROMOTER a sum of Rs. -----/- ( ----- rupees only ), for meeting all legal costs, typing/ printing cost and towards misc. expenses for preparation of present Agreement and also to complete formalities for execution,presentation, and registration of the present Agreement before the concerned Sub-Registrar, and

towards charges and expenses, including professional cost of the legal practitioner of the Promoter in connection with formation of the said association /society or Maintenance society Ltd. etc. for preparing its rules, regulations and by-laws and the cost of preparing and engrossing the conveyance or Assignment or Sale.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charges, within 30 (Thirty) days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES  
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :**

The Allottee hereby agrees to purchase the (SAID SHOP/FLAT) on the specific understanding that his right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed by the association of Allottee(Or the maintenance agency, appointed by it) and performed by the Allottee of all his obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee from time to time.

**14. RIGHT TO ENTER THE SAID SHOP/FLAT FOR REPAIRS:**

The Promoter/maintenance agency/association/entity of Allottees shall have rights of unrestricted access of all common areas, covered parkings and off-street parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association/entity of allottee and/ or, maintenance agency to enter into the (SAID SHOP/FLAT) or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or in case required for any other purpose.

**15. USAGE:-**

Use of Basement and Services Areas: The Basements(s) and service areas, if any, as located within the project :“ -----, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment's etc and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services,

**16. GENERAL COMPLIANCE WITH RESPECT TO THE SHOP/FLAT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the (SAID SHOP/FLAT) at his own cost, in good repair



and condition, and shall not do or suffer to be done anything in or to the Building, or the (SAID SHOP/FLAT), or the staircase, electric meter panels, lifts, common passage, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the (SAID SHOP/FLAT) and keep the SAID SHOP/FLAT ), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged jeopardized. The Allottee further undertakes, assures and guarantees that he would not put any sign-board/ name-plate, neon light, publicity materials or advertisement materials etc, on the face/façade of the Building or anywhere on the exterior of the project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any changes in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the (SAID SHOP/FLAT ) or place any heavy materials in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the (SAID SHOP/FLAT). The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of Allottee and /or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY ALLOTTEE:**

The Allottee is entering into this Agreement for the Allotment of (SAID SHOP/FLAT ) with the full knowledge of all laws, rules, regulations, notifications, applicable to the Project in general and this project in particular. The Allottee hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the (SAID SHOP/FLAT ), all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the (SAID SHOP/FLAT ) at his own cost.

**18. ADDITIONAL CONSTRUCTION :**

The Promoter undertakes that it has no right to make additional or to put up additional structures anywhere in the project after the building plan has been approved by the competent authorities except as provided for in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the promoter executes this Agreement he shall not mortgage or create a charge on the (SAID SHOP/FLAT ) and if any such mortgage or charge is made or create 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 (SAID SHOP/FLAT ).

**20. APARTMENT OWNERSHIP ACT ( OF THE RELEVANT STATE)**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of

the.....(please insert the name of the state Apartment Ownership Act). The Promoter showing compliance of various laws/regulations as applicable in.....

**21. BINDING EFFECT:-**

Forwarding this Agreement to the Allottee by the promoter does not create a binding obligation on the part of the promoter or the Allottee until firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears, for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee 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 30 (thirty) 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.

**22. ENTIRE AGREEMENT :-**

This Agreement along with its schedules, 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, arrangement whether written or oral, if any, between the parties in regard to the(SAID SHOP/FLAT ), as the case may be.

**23. RIGHT TO AMEND :-**

This Agreement may only be amended through written consent of the parties, however shall be subject to signing and executing an Agreement of Rectification/Amendment and which shall be registered before the Sub-Registrar concerned and shall form a part and parcel of the present Agreement.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEE :**

It is clearly understood and so agreed by an between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee of the (SAID SHOP/FLAT ), in case of a transfer, as the said obligations/liabilities go along with the(SAID SHOP/FLAT ) for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the promoter in the case of oneAllottee shall not be construed to be precedent and /or binding on the promoter to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**26. SEVERABILITY:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in project, the same shall be the proportion which the carpet area of the (SAID SHOP/FLAT ) bears to the total carpet area of all the(SAID SHOP/FLAT ) in the Project.

**28. 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.

**29. PLACE OF EXECUTION :**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other place, which may be mutually agreed between the promoter and the Allottee, in -----, 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. Hence this Agreement shall be deemed to have been executed at :-----.

**30. NOTICES :-**

That all notices to be served to 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 at their respective addresses specified below :-

**Allottee:**

.....Name of the Allottee

.....Address

.....

.....

**Promoter:**

-----Promoter Name

\_\_\_\_\_

\_\_\_\_\_

-----

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter of the Allottee, as the case may be.

**31. JOINT ALLOTTEES:**

That in case there are joint Allottees all communications, shall be sent by the Promoter to the Allottees whose name appears first and at the address given by him/her/they, which shall be for all intents, and purposes considered as properly served on all the Allottees.

**32. 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/ State of Goa for the time being in force.

**33. DISPUTE RESOLUTION :**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion within a time frame of one month, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Or arbitrator, all disputes, differences shall be settled within the jurisdiction of Panaji-Goa, and the parties to this Agreement shall be entitled to specific performance of each and every term and condition of this agreement independently and without reference to each other as against the defaulting party.

**IN GENERAL:**

The promoter and Allottee, does not belong to the Schedule Caste or Schedule Tribe as notified by the Govt. of Goa under Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

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

**SCHEDULE 'A'**  
**(DESCRIPTION OF THE SAID LAND)**

ALL THAT SAID LAND identified as "Plot '-----'", admeasuring an area of -----sq.mts., presently surveyed under distinct and independent Sy. No. -----, of Village -----, carved out of the larger property known as "-----" situated at -----, within the limits of Village Panchayat of -----, -----, ----- and registration, Sub-District of -----, District of -----, State of -----, which larger property is found described in the Land Registration Office of ----- under no. ----- at pages----- to ----- of Book -----, and No. ----- at pages -- ----- of Book-----, registered in the Land revenue records -----, under Nos. --- ----- and -----.



The said property is bounded as under :

North : -----;

South : -----;

East : -----;

West : -----;

### **SCHEDULE 'B'**

#### **(DESCRIPTION OF THE SAID SHOP/FLAT HEREBY AGREED TO BE SOLD )**

All that Shop/Flat No.....,admeasuring carpet area of.....sq, mts. and the total super built-up area admeasuring shall be of-----sq.mts, or thereabout, located on ----- floor, having-----, car parking no.----- or off-street parking no.-----,in the said Project known as “-----, to be constructed,on the SAID LAND more particularly described in **Schedule-A**, above, along with proportionate corresponding undivided share in SAID LAND , clearly shown in the plan annexed herein **Annexure-C**.

#### **SCHEDULE-C**

Approved Floor Plan of the Shop/Flat.

#### **SCHEDULE -D** **MODE OF PAYMENT%AMOUNT**

#### **ANNEXURE-A**

List of Approvals and Licenses.

**ANNEXURE-B**

Project Registration Certificate under RERANo. .

**ANNEXURE-C**

Approved layout plan.

**ANNEXURE-D**

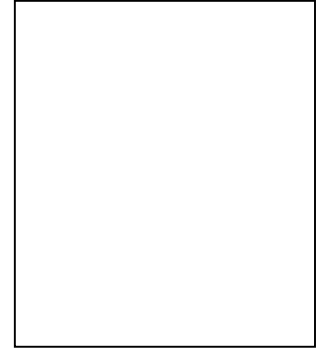
**(Specification of said Shop/Flat)**

**ANNEXURE-E.**

Legal scrutiny report and Title certificate issued by Advocate

-----.

.....  
SIGNED AND DELIVERED BY THE  
WITHIN NAMED “ALLOTTEE”



**L.H.F.PR.H.F.P**

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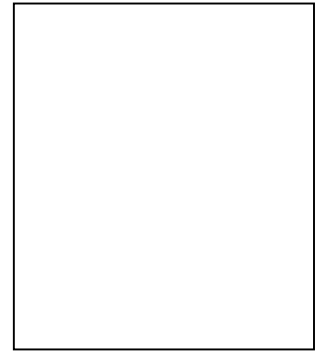
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SIGNED AND DELIVERED BY THE  
WITHIN NAMED “PROMOTER”



**L.H.F.PR.H.F.P**

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**WITNESSES:-**

**1. SIGNATURE** .....

**NAME** .....

**Address** .....

.....

**2. SIGNATURE** .....

**NAME** .....

**Address** .....