

AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Mapusa-Goa on this ____ day of _____ 2021.

BETWEEN

M/s. BENNET AND BERNARD CUSTOM HOMES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Mathias House First Floor, Campal, Panjim, Goa- 403001, having PAN Card No. _____, represented herein by its Director, **MRS.** _____, age ____ years, daughter of Mr. _____ and wife of Mr. _____, Unmarried/married, Occupation, Indian National, holding Pan Card bearing No. _____ and Aadhaar Card No. _____, c/o Mathias House, First Floor, Campal, Panjim, Goa- 403001, Vide Board Resolution dated _____ hereinafter referred to as **“VENDOR CUM DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its heirs, executors, administrators and assigns) of the **FIRST PART**.

AND

MRS. _____, d/o or s/o _____, age ____ years, Occupation, Married/Unmarried, having Aadhar card No. _____, PAN Card _____, Indian National and resident of _____ hereinafter referred to as the

‘PURCHASER’, (which expression shall unless repugnant or opposed to the context thereof, be deemed to mean and include **her/her** heirs, successors, administrators, legal representatives, executors and permitted assigns and transferees), of the **“SECOND PART”**.

WHEREAS within the jurisdiction of the Village Panchayat of Assagao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa, there exists the following immovable Property

which property shall hereinafter be referred to as the ‘ **SAID PROPERTY**’ and is more specifically described in the SCHEDULE I hereunder written.

(RECITALS)

AND WHEREAS the PURCHASERS have expressed their intention of owning a villa along with proportionate undivided right and share in the SAID PROPERTY and accordingly approached the VENDOR CUM DEVELOPER to purchase a Villa in the SAID PROJECT.

AND WHEREAS the SAID PROPERTY is free from all encumbrances, lien, claims and / or demands and neither are there any Legal impediments whatsoever attached to the SAID PROPERTY nor any illegal encroachment on the SAID PROPERTY.

AND WHEREAS there are no tenants on the SAID PROPERTY and there are no previous agreements and/or instruments in respect of the SAID PROPERTY thereon in favour of any third party nor is the SAID PROPERTY mortgaged in favour of any entity / person / financial institutions.

AND WHEREAS the VENDOR CUM DEVELOPER has appointed an architect and structural Engineer for preparing the plans and drawings of the SAID PROJECT to be constructed on the SAID PROPERTY.

AND WHEREAS the VENDOR CUM DEVELOPER has sole and exclusive right to sell the SAID UNIT in the SAID PROJECT to be constructed by the VENDOR CUM DEVELOPER on the SAID PROPERTY and to enter into Agreement for Sale with the PURCHASER of the SAID UNIT and to receive the full sale consideration in respect thereof.

AND WHEREAS the VENDOR CUM DEVELOPER has obtained approved plans sanctioned by the competent government authorities and necessary licenses and permissions such as Technical Clearance Order bearing reference No. _____ dated _____ issued by the Office of the Senior Town Planner, Town and Country Planning Department, North Goa District Office, at Mapusa, Bardez-Goa, Construction license bearing No. _____ dated _____ issued by the Village Panchayat of Anjuna - Caisua, Bardez-Goa, Conversion Sanad bearing No. _____ dated _____ issued from Office of the Additional Collector -III, North Goa District, Mapusa Goa, Land Use Zoning Certificate bearing No. _____ dated _____ issued from the Office of Town and Country Planning Department, Government of Goa, NOC bearing reference No. _____ dated _____ issued by Primary Health Centre, Siolim, Bardez-Goa.

AND WHEREAS the VENDOR CUM DEVELOPER has registered the SAID PROJECT with the Real Estate Regulatory Authority at Patto, Panjim –Goa as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder and obtained the RERA registration number _____.

AND WHEREAS the VENDOR CUM DEVELOPER has accordingly commenced construction of the SAID PROJECT in accordance with the said approved plans.

AND WHEREAS the PURCHASER has agreed to purchase from the VENDOR CUM DEVELOPER and the VENDOR CUM DEVELOPER has agreed to sell unto the PURCHASER apartment bearing No. _____ having a carpet area of _____ sq. mts. (i.e. _____ Sq. Ft.) and built up area of _____ sq. mts. (i.e. _____ Sq. Ft.), located on the ___ floor, in the SAID PROJECT to be constructed by the VENDOR CUM DEVELOPER on the SAID PROPERTY, for a total consideration of **Rs.** _____/- (**Rupees** _____ **Only**), which consideration includes the cost of the proportionate undivided share in the SAID PROPERTY and subject to the satisfaction of further terms and conditions hereafter appearing, which apartment hereinafter referred to as the “**SAID UNIT**”, for the sake of brevity and more particularly described in the Schedule-II hereinunder written and delineated in red colour outline on the Plan annexed herewith.

AND WHEREAS on request of the PURCHASER, the VENDOR CUM DEVELOPER have given for inspection, the copies of all the documents of title relating to the SAID PROPERTY and of the SAID UNIT to the PURCHASER and the PURCHASER is also provided with plans of the layout, designs and specifications prepared by the Architect of the VENDOR CUM DEVELOPER.

AND WHEREAS the PURCHASER has also inspected and/or otherwise satisfied themselves about the development plans detailed specifications, pricing, details of the

SAID PROJECT, rules and regulations, and is desirous in acquiring the SAID UNIT in the SAID PROJECT taking into consideration that the VENDOR CUM DEVELOPER has agreed to Indemnify the PURCHASER against any losses.

AND WHEREAS VENDOR CUM DEVELOPER hereby agrees to sell and the PURCHASER hereby agrees to purchase the SAID UNIT and hence both parties are desirous of recording the terms and conditions set out in this Agreement for Sale and as mutually agreed by both parties.

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

1. The herein above written recitals shall form the part and parcel of this Agreement for Sale.
2. The VENDOR CUM DEVELOPER shall, under normal circumstances, construct the SAID UNIT **bearing No.** _____ having a **carpet area of** _____ **sq. mts.** (i.e. _____ **Sq. Ft.**) and built up area of _____ sq. mts. (i.e. _____ Sq. Ft.), **on the** _____ **floor**, in the **SAID PROJECT** named as “_____” on the **SAID PROPERTY**, more particularly described in SCHEDULE II and the **SAID UNIT** shall be constructed in accordance with the specifications detailed in SCHEDULE IV herein under.
3. The VENDOR CUM DEVELOPER has agreed to sell unto the PURCHASER and the PURCHASER has agreed to purchase from the VENDOR CUM DEVELOPER, the SAID UNIT along with the undivided share in the SAID PROPERTY

corresponding to the carpet up area of the SAID UNIT for a total consideration of **Rs. _____/- (Rupees _____ Only)** less the applicable TDS and plus applicable Goods and Service Tax (GST) and any other tax, if any.

4. The said total consideration of **Rs. _____/- (Rupees _____ Only)** shall be paid by the Purchaser to the VENDOR CUM DEVELOPER in the manner more particularly described at SCHEDULE III of this Agreement.

5. The Purchaser, prior to the execution of this Agreement for Sale, has paid to the VENDOR CUM DEVELOPER a sum of Rs. _____/- (Rupees _____ Only) less the applicable TDS, in the form of advance towards booking of the SAID UNIT and the PURCHASER has agreed to pay the balance consideration in the manner specified in SCHEDULE III of this Agreement for Sale.

6. The PURCHASER has paid a sum of Rs. _____/- (Rupees _____ Only) in the form of advance towards booking of the SAID UNIT in the following manner;

- a. An amount of Rs. _____/- (Rupees Eight Lakhs Only) vide RTGS _____ dated _____ and
- b. An amount of Rs. _____/- (_____ Only) vide RTGS _____ dated _____

7. If the PURCHASER delays and / or fails to make the payments as per SCHEDULE III of this Agreement for Sale, then the PURCHASER shall be liable to pay to the VENDOR CUM DEVELOPER interest at the rate of ____% per annum on such

defaulted amounts from the date of the demand until the date the said payment is made.

8. In the case where such delay in payment is more than _____ days from the date of raising the demand then the VENDOR CUM DEVELOPER shall be at liberty to terminate this Agreement for Sale by giving ____ days notice, through Registered AD, for such termination which will be binding on the PURCHASER.
9. Any extension of time and / or waiver given in the manner of payment of consideration amount by the PURCHASER as per SCHEDULE III of this Agreement for Sale, shall be solely at the discretion of the VENDOR CUM DEVELOPER. In such a case where the VENDOR CUM DEVELOPER allows for such extension of time, the same shall not waive the liability of the PURCHASER to pay interest as per **clause 6**, neither shall it mean a waiver of the right of the VENDOR CUM DEVELOPER to terminate the Agreement in exercise of their power under **clause 7**.
10. The VENDOR CUM DEVELOPER shall, under normal circumstances, complete the construction of the SAID UNIT to give possession of the same on or before _____ subject to extension of six (6) month for completion and handing over possession. Provided that the VENDOR CUM DEVELOPER shall not incur any liability if he is unable to deliver the possession of the SAID UNIT within the period stipulated above, if the construction is delayed by reason of non-availability of steel, cement or other building material; water supply or electric power; or by reason of war, civil commotion or any act of God; or if non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority; or for any other reason beyond the control of the VENDOR CUM DEVELOPER.

11. The VENDOR CUM DEVELOPER shall by a notice in writing intimate about the completion of the SAID UNIT to the PURCHASER and the PURCHASER shall within _____ (___) days from receipt of the said notice take delivery of the possession of the SAID UNIT failing which PURCHASER shall be deemed to have taken possession of the SAID UNIT.
12. That if the VENDOR CUM DEVELOPER fails to deliver possession of the SAID UNIT in accordance with **clause 10** of this Agreement for Sale and subject to the extension period of 6 months, the VENDOR CUM DEVELOPER will be liable to refund the entire paid consideration amount along with interest on the same at the rate of ____% per annum, to the PURCHASER in 6 months' time period, thereafter this agreement for Sale shall stand cancelled.
13. Upon payment of the full consideration amount by the PURCHASER of Rs. _____/- (Rupees _____ Only) along with the applicable Goods and Service Tax (GST) and / or any other tax, if applicable, as per **clause 3** of this Agreement for Sale, and payment towards maintenance Charges, infrastructure Tax, electricity charges, etc as per Schedule III and any other payments as per this Agreement, the VENDOR CUM DEVELOPER shall execute a sale deed for the SAID UNIT in favour of the PURCHASER thereby transferring right, title, interest and possession of the SAID UNIT to the PURCHASER. The costs and expenses for the executing the sale deed including the stamp duty, registration charges and processing fees shall be borne exclusively by the PURCHASER.

14. In the case where home loan is obtained by the PURCHASER for purchase of the SAID UNIT, the PURCHASER indemnifies the VENDOR CUM DEVELOPER of any claims arising out of misappropriation of funds, etc by the PURCHASER.
15. In the event of termination of this Agreement for Sale, if the PURCHASER fails to settle the interest /charges/fees applicable on the closing of the loan, the VENDOR CUM DEVELOPER will be at liberty to settle the bank in order to clear the encumbrance on the SAID UNIT by utilising the advance paid by the PURCHASER towards booking of the Said Unit.
16. It is expressly agreed and confirmed by and between, the VENDOR CUM DEVELOPER and the PURCHASER, that in the case of any increase in the built up area of the SAID UNIT or the SAID PROJECT, the increase in the built up area shall be exclusively to the benefit of the VENDOR CUM DEVELOPER and shall be utilised by the VENDOR CUM DEVELOPER without any rebate, compensation and/or allowances to the PURCHASER.
17. The PURCHASER shall not let, sub-let, sell and transfer, assign his/her right, title or interest under this Agreement for Sale to any third party/ies until and unless all the instalments and dues payable towards the full consideration by him/her to the VENDOR CUM DEVELOPER under this agreement is fully paid up.
18. The PURCHASER has also agreed that in the event the PURCHASER wishes to sell the SAID UNIT, the VENDOR CUM DEVELOPER shall have first option to purchase the SAID UNIT at the then prevailing fair market price, and in case the VENDOR CUM DEVELOPER does not exercise the above option then the PURCHASER shall have to procure a prior written approval of the VENDOR CUM DEVELOPER for any such sale/transfer as stated hereinabove and shall duly

perform and discharge all the covenants, condition and stipulations under this deed.

19. Subject to the PURCHASER having completed all payments towards the full consideration as per **clause 3** to the VENDOR CUM DEVELOPER, the PURCHASER has the right to terminate this Agreement for Sale by serving upon the VENDOR CUM DEVELOPER 30 days advance notice in writing. That upon such termination of this agreement, the PURCHASER shall forfeit ___% of the total consideration as stated in **clause 3** towards loss of opportunity/business and the VENDOR CUM DEVELOPER shall refund to the PURCHASER the balance amount that has been paid by the PURCHASER, without interest, on resale of SAID UNIT to a third party/person or ___ months whichever is later.
20. In case of termination of this Agreement for Sale by the PURCHASER as per foregoing **clause 18** of this Agreement, the PURCHASER shall have no other right against the VENDOR CUM DEVELOPER or in the SAID UNIT and/or SAID PROJECT except the interest free balance amount paid as per said **clause 18** of this Agreement. In particular, the VENDOR CUM DEVELOPER shall be at liberty to terminate this Agreement for Sale and allot and dispose of the SAID UNIT to any other person and for a consideration as the VENDOR CUM DEVELOPER deems fit and proper.
21. In case of breach/violation of any terms and conditions of this Agreement and / or delay in payment as per **Schedule III** of this Agreement for Sale by the PURCHASER, the VENDOR CUM DEVELOPER shall be at liberty to terminate this Agreement for Sale by serving ___ days' notice to the PURCHASER and thereafter the VENDOR CUM DEVELOPER shall be at liberty to allot and dispose of the SAID UNIT to any other person and for a consideration as the VENDOR

CUM DEVELOPER deems fit and proper and that the PURCHASER shall forfeit 15% of the total consideration amount as per **clause 3** of the said Agreement in case of such termination.

22. That the PURCHASER shall use the SAID UNIT strictly for the purpose of residence only and shall not use it for any other purpose which is not permissible by the applicable laws and agrees not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other premises owners in the SAID PROJECT. Such purpose/acts shall not include use of the SAID UNIT as a hotel, boarding house, lodge, guest house, beauty parlor, clinic, crèche, office for professional or any other non-residential use which is otherwise permitted in residential premises under any Development Control Regulation.

23. In case the PURCHASER let on Leave and licence basis/rents/lease, the SAID UNIT to any individual/organisation/entity except to the VENDOR CUM DEVELOPERS or through VENDOR CUM DEVELOPER, the VENDOR CUM DEVELOPERS shall not be responsible for maintenance of the common and essential services, amenities and facilities and up-keep of the SAID UNIT and the PURCHASER shall maintain the SAID UNIT at his own cost.

24. The installation and commissioning of the electricity meter connections, transformer and the PWD water connection for the SAID PROJECT is the responsibility of the respective government offices and the same shall only be facilitated by the VENDOR, any delays in the installation and commissioning of the above mentioned connections shall be the sole responsibility of the respective government departments and the VENDOR shall be indemnified against any such delays with regards to the installation and commissioning of the same.

25. The PURCHASER shall occupy the SAID UNIT only after the electricity and water connections as mentioned in **clause 24** of this Agreement, are provided by the respective government department and are made fully operational.
26. The PURCHASER shall permit the VENDOR CUM DEVELOPER or their employee or authorised agent to carry out necessary works and services for maintaining the SAID PROJECT i.e. “_____”. It is understood and agreed that such works and services may entail accessing the SAID UNIT at reasonable hours i.e. between 9:30 a.m. to 6:30 p.m. with prior notice.
27. It shall be the responsibility of all the owners/occupiers of the SAID PROJECT i.e. “_____” in which the SAID UNIT is located, for the maintenance of all the common services, facilities, amenities and up-keep of the SAID UNIT and the SAID PROJECT. Accordingly, the PURCHASER and the owners of all other portions of the said building shall share charges on account of general maintenance of the said building and common amenities. The Maintenance charges are mentioned more elaborately in **clause 29** of this Agreement for Sale. The VENDOR CUM DEVELOPER shall be at liberty increase the Maintenance charges, if same are found to be insufficient for maintenance of the SAID UNIT or SAID PROJECT. In case there is increase in the cost of Maintenance charges, the PURCHASER agrees to indemnify the VENDOR CUM DEVELOPER.
28. In the event of the PURCHASER failing to pay the balance consideration or maintenance charges, infrastructure tax, Security deposit, onetime electricity connection charges, etc payable as per the terms and conditions of this Agreement for Sale and complete the execution and registration of the Sale Deed within the stipulated date without any fault on part of the VENDOR CUM DEVELOPER,

then the PURCHASER shall be entitled to a further grace period of__ days from the date of default and thereafter this Agreement for Sale shall stand automatically terminated and the PURCHASER shall forfeit __% of the total consideration as per **clause 3** to the VENDOR CUM DEVELOPER for loss of business.

29. The PURCHASER herein shall be liable to pay interest at the rate of 18% per annum on any unpaid dues to the VENDOR CUM DEVELOPER, and that the PURCHASER shall have no further claims or demands as against the VENDOR CUM DEVELOPER.

30. The PURCHASER shall pay a onetime infrastructure tax of Rs. _____/- (Rupees _____ Only) at the rate of Rs.____/- (Rupees _____ Only) per square foot in respect of the SAID UNIT starting from the date of deemed and/or actual possession.

31. The VENDOR CUM DEVELOPER has charged a onetime payment towards the electricity connection for the SAID UNIT for which the PURCHASER shall pay an amount of Rs. _____-(Rupees _____ Only) towards electricity connection to the VENDOR CUM DEVELOPER before taking over the possession of the SAID UNIT, which is not included in the total consideration.

32. All maintenance charges in respect of the SAID UNIT shall be payable by the VENDOR CUM DEVELOPER up to the date of receipt of the occupancy certificate, and thereafter the same shall be paid by the PURCHASER to the VENDOR CUM DEVELOPER or his nominee/representative/authorised person in the following manner:

- a. An amount of Rs. _____/-(Rupees _____
Only) towards the maintaining of the SAID PROJECT for a period of **One year** from the date of occupancy/possession whichever is earlier;
- b. After the expiry of the said period of **One year**, the PURCHASER shall pay maintenance fee towards maintenance of SAID UNIT, garden area, housekeeping, etc at the then applicable maintenance rate. The delay will be subjected to a penalty of ____% Per Annum. In case there is increase in the cost of Maintenance charges, the PURCHASER agrees to indemnify the VENDOR CUM DEVELOPER.
- c. The VENDOR CUM DEVELOPER confirms that maintenance charges as stated in **clause 29 (b)** above include the following services:-
- i. _____
 - ii. _____
 - iii. _____
 - iv. _____

33. The PURCHASER agree that the VENDOR CUM DEVELOPER will not bear any extra charges incurred towards any major repairs or replacement of parts or servicing of Appliances within the SAID UNIT. Any maintenance cost incurred towards Air conditioners, Kitchen appliances, replacement of Bulbs, light fixtures, sanitary wear or any other expense which is not within the scope of maintenance of the VENDOR CUM DEVELOPER shall be exclusively borne by the PURCHASER only. The PURCHASER shall also exclusively bear the running cost of Generators for power back up as per actual usage and cost of replenishing water in case of a water shortage.

34. The PURCHASER conveys her/his irrevocable consent to sign, execute and register any deed, documents and papers necessary for formation of the entity or society for maintenance of the SAID PROJECT “_____” at any time in the future.

35. Any taxes, charges or outgoings levied by the Panchayat or any other competent authority exclusively pertaining to the SAID UNIT shall be borne exclusively by the PURCHASER.

36. The PURCHASER shall not do anything to the SAID UNIT or to the common areas or the compound which may be against the conditions or rules or bylaws of the Village Panchayat or any other authority. The PURCHASER shall not, without the express written consent of the VENDOR CUM DEVELOPER, make any changes/alterations, including any change in paint colour to the facade or any other area inside and/or outside the SAID PROJECT – “_____”.

37. That all the notice, letters, reminders or communications under this Agreement or otherwise addressed to the PURCHASER shall be made at the following address:-

That the above address of the PURCHASER shall be deemed to be a valid address for communicating with the PURCHASER except where the PURCHASER through a written letter notify/intimate the VENDOR CUM DEVELOPER about the change in the abovementioned address of the PURCHASER. Any correspondence served

at the said address or at the changed address by Registered A/D or under certificate of posting shall be deemed to have been served to the PURCHASER.

38. That all the notice, letters, reminders or communications under this Agreement or otherwise shall be addressed to the VENDOR CUM DEVELOPER through Registered AD or under certificate of posting at the following address: -

Any change in the address of the VENDOR CUM DEVELOPER shall be notified by the VENDOR CUM DEVELOPER to the PURCHASER.

39. In the event of any dispute or difference between the parties to this Agreement arising out of this Agreement or in connection thereto, then the concerned party shall serve upon the other party written Notice of such dispute or difference and the same shall be settled /adjudicated by the courts at Goa only. The parties hereto submit to the exclusive jurisdiction of Courts at Goa.

**SCHEDULE I
(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT PROPERTY admeasuring _____ sq. mts. surveyed under Survey No. ____ sub division No. ____ of Village _____ forming party of the Larger property identified as “ _____ Village Panchayat of _____, Taluka and Registration Sub District of _____, District ____ Goa , in the State of Goa which property is described in the office of Land Registrar Bardez under No. _____ of Book _____ and is enrolled in the Taluka Revenue Office under Matriz No. ____ and the Said Plot is bounded as under:-

On the North:- By property bearing Survey No.____

On the South:- By _____

On the East:- By _____

On the West:- By property bearing Survey No. ____

SCHEDULE II

(DESCRIPTION OF THE SAID UNIT No. ____)

ALL THAT SAID UNIT/APARTMENT/VILLA bearing No.____ having a carpet area of _____ Sq. Ft. and built up area of _____ Sq. Ft., along with the proportionate undivided rights is the SAID PROPERTY corresponding to the carpet area of the SAID UNIT in the PROJECT “_____”, situated at Assagao Bardez-Goa.

Schedule III
(PAYMENT SCHEDULES)

Stages	Amount
At the time of Booking	Rs._____/-
At the time of handover	Rs._____/-
Total	Rs._____/-

All above charges as payable along with applicable taxes if any.

(SCHEDULE IV SAID UNIT NO. ____)

THE VENDOR CUM DEVELOPER has agreed to provide the SAID UNIT bearing No._____, at the SAID PROJECT _____ as a semi- furnished unit. The details/list of items provided in the SAID UNIT is described below. The PURCHASER accepts and understands that the items listed herein are Subject to Market Availability.

Concept & Features

Philosophy & Structure

Living, Dining & Family lounge

Bedroom

Kitchen

Bathroom

Value Added Services

DRAFT

ANNEXURE I

(STANDARD RULES AND REGULATIONS OF _____)

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

DRAFT

SIGNED AND DELIVERED
BY THE WITHINNAMED
VENDOR CUM DEVELOPER:
**M/S. BENNET AND BERNARD CUSTOM
HOMES PRIVATE LIMITED THROUGH
ITS DIRECTOR**
MRS. _____

(MRS. _____)

L.H.F.I.

R.H.F.I.

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED
BY THE WITHINNAMED
PURCHASER:
MRS./MR./MISS _____

(MRS./MR./MISS. _____)

L.H.F.I.

R.H.F.I.

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

IN THE PRESENCE OF THE WITNESSES:-

1. _____

2. _____

DRAFT