

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Margao, Goa on
this ____ day of March of the year Two Thousand and Twenty One
by and

BETWEEN:

ARUNODAY DEVELOPERS, a partnership firm duly registered under the Indian Partnership Act, having its registered office at “ARUNODAY”, House No. 72, Kapileshwari, Queula, Ponda-Goa, having PAN Card No. [REDACTED] represented in this Act through its partners namely :- **(1) MR. UTPAL UDAY NAGESHKAR**, son of Mr. Uday Khushali Nageshkar, 38 years of age, Indian National, Married, Businessman, Holder of Pan Card bearing No. [REDACTED] Aadhar Card No. [REDACTED], Mobile No. 9545832828, Email Id : arunodaydevelopers2828@gmail.com, and his wife **(2) MRS. PREETIKA UTPAL NAGESHKAR**, daughter of Shri. Umakant Jayant Banawali, 35 years of age, Indian National, Married, Businesswoman, Holder of Pan Card bearing no. [REDACTED] Aadhar Card No. [REDACTED] Mobile No. 9545232828, Email Id : arunodaydevelopers2828@gmail.com, both resident of “ARUNODAY”, H.No. 72, Kapileshwari, Near Kapileshwar Temple, Queula, Ponda – Goa, 403401, hereinafter referred to as **“VENDOR/PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the **ONE PART;**

AND

SHRI. _____, son/daughter of _____, aged about ____ years, married____, Occupation _____, holding PAN Card No._____, Aadhar Card No. _____, Mobile No. _____, Email Id : _____, Indian National, resident of _____, hereinafter referred to as **“PURCHASER/ALLOTTEE”** (which expression shall unless it be repugnant to the context or meaning therefore is deemed to include his heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

The Vendor at Serial No. 2 is duly represented by the Vendor at Serial No. 1 vide Power of Attorney dated 08/05/2019 executed before the Sub Registrar of Ponda under Registration No. PON-POA- Register-7-2019 dated 09/05/2019

A. **AND WHEREAS** there exist a property known **“Sem Denominacao”** or **“Sem Denominacao Especial”** along with the residential house bearing H. No. 2/8/ (earlier registered as H. No. 365) existing therein located at Fatorda, registered in the Office of Land Registration of Salcete under No. 23804, surveyed in the survey Records of the city of Margao under Chalta No. 41 of P.T. Sheet No. 45, totally admeasuring 2019.00 sq. mts., situated at Fatorda, Margao, within the limits of Municipal Council of Margao, District and Sub Registrar of South Goa, State of Goa. The said property is better described in

SCHEDULE I hereto and shall be hereinafter referred to as the
“SAID PROPERTY”.

- B. That the said property was owned and possessed by one Smt. Maria Antonio Fernandes from Margao. That said Smt. Maria Antonio Fernandes as sole and absolute owner of the said property, by a Public Deed with Acquittance dated 02.10.1915 drawn in the Notarial Office of Constancio Roque Bernardo Salvador da Costa, District of Salcete, said Smt. Maria Antonia Fernandes sold and or transferred the said property to Smt. Maria Joaquina Piedade Herminia Fernandes e Miranda.
- C. That upon purchase of the said property by said Smt. Maria Joaquina Piedade Herminia Fernandes e Miranda, the said property came to be inscribed in her name in the Land Registration Office of Salcete under Inscription No. 14322.
- D. That by a Deed of Sale with Acquittance dated 5/2/1947, drawn in the Notarial Office of Anandaram Babie Camotim, said Smt. Maria Joaquina Piedade Herminia Fernandes e Miranda as sole and absolute owner of the said property sold and or transferred the said property to Smt. Kesarbai Ramkrishna Kunkolienkar also known as Kesarbai Naik Kunkolienkar also known as Exasri Naique also known as Quensor Naique in status of a widow of late Shri. Ramkrishna Kunkolienkar.
- E. That said Smt. Kesarbai Ramkrishna Kunkolienkar expired on 21/09/1993 in the status of widow of late Shri. Ramkrishna

Kunkolienkar leaving behind as sole and universal heirs following children namely :-

- a) Mr. Anil Ramkrishna Kuncolienkar married to Mrs. Archana Anil Kuncolienkar
- b) Mr. Rajan R. Kuncoliar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar married to Mrs. Sneha Rajan Kuncoliar alias Sneha Rajan Kuncolienkar
- c) Smt. Sudha Ramkrishna Kuncolienkar
- d) Ms. Vaishali Dhirendra Katkar
- e) Shri. Ganapati Ghode
- f) Smt. Smita Ganapati Ghode
- g) Shri. Bipinchandra Dhirendra Katkar
- h) Smt. Pooja Bipinchandra Katkar
- i) Smt. Gauri D. Katkar
- j) Shri. Vinod Lala Zambauliker
- k) Smt. Yojana Vinod Zambaulicar
- l) Shri. Vishwas Lala Jambavalikar
- m) Smt. Sushama Vishwas Jambavalikar
- n) Shri. Umesh Vishwanat Loliencar
- o) Smt. Vandana Umesh Loliencar

F. That late Smt. Kesarbai Ramkrishna Kunkolienkar had executed a Will on 19.03.1987 drawn before the Notary Ex. Officio Shri. Joanes Agnelo L. Rodriguese, Margao Goa, recorded in his books at folio 83v to 86 of Book No. 138 and by virtue of said Will dated 19.03.1987, said Smt. Kesarbai Ramkrishna Kunkolienkar bequeathed the said property to her two sons namely Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R.

Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar.

G. That in pursuance of the rights conferred in favour of said Mr. Anil Ramkrishna Kunkolienkar and Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar, the survey records in respect of the said property came to be mutated and the names of said Mr. Anil Ramkrishna Kunkolienkar and Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar came to be reflected in the survey records in respect of the said property bearing Chalta No. 41 of P.T. Sheet No. 45 as occupants thereof.

H. That the Office of Collector, South Goa District issued Sanad dated 28.12.2016 bearing No. COL/SAL/SG/CONV/93/2016/13362 with respect to the said property, thereby converting the said property from Agricultural to non Agricultural use.

I. That the portion of the said property to the extent of 130 sq. mts. came to be acquired by the Government of Goa for the purpose of construction of road, vide Notification dated 12.01.2009 bearing No. 23/27/2008-RD and a compensation of Rs. 3,16,615/- (Rupees Three Lakhs Sixteen Thousand Six Hundred and Fifteen Only) came to be awarded in the name of said Smt. Kesarbai Ramkrishna Kunkolienkar by virtue of Award dated 9.10.2012 in Land Acquisition Case No. LQN/2/2009 in respect of the said portion of 130 sq. mts. from

the said property bearing Chalta no. 41 of P.T. Sheet no. 45. Upon acquisition of an area of 130 sq. mtrs. from the said property, the said property remained with an area of 1889 sq. mtrs. (2019-130). The said portion of 130 sq. mts. from the said property bearing Chalta No. 41 of P.T. Sheet No. 45 acquired by the Government of Goa.

J. That said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncollikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar requested the concerned Land acquisition authorities vide communication dated 11.01.2017 that they desire to utilize and retain the Floor Area Ratio of the said portion of 130 sq. mts. in lieu of the compensation awarded.

K. That by Letter bearing No. 23/27/2008-RD dated 26.04.2017, the Government of Goa, Revenue Department sanctioned its approval and by an Agreement dated 03.07.2017 registered in the Office of Sub-Registrar of Salcete under No. MGO-BK1-03043-2017 CD Number MGOD113 dated 04.07.2017 executed and entered into between the Collector of South Goa District and said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncollikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar, the Government of Goa agreed to compensate said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncollikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar by allowing said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncollikar alias Rajan R.

Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar to utilize Floor Area Ratio of the said portion of 130 sq. mts. in lieu of the compensation awarded to the said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncoliar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar.

L. That by a Deed of Relinquishment of Illiquid and Undivided Rights dated 28.03.2018 executed before the Sub-Registrar of Salcete at Margao, recorded at folio No. 58 to 60 of Deed Book bearing No. 1649 the following legal heirs of late Smt. Kesarbai Ramkrishna Kunkolienkar namely

- a) Smt. Sudha Ramkrishna Kuncolienkar
- b) Ms. Vaishali Dhirendra Katkar
- c) Shri. Ganapati Ghode
- d) Smt. Smita Ganapati Ghode
- e) Shri. Bipinchandra Dhirendra Katkar
- f) Smt. Pooja Bipinchandra Katkar
- g) Smt. Gauri D. Katkar
- h) Shri. Vinod Lala Zambauliker
- i) Smt. Yojana Vinod Zambaulicar
- j) Shri. Vishwas Lala Jambavalikar
- k) Smt. Sushama Vishwas Jambavalikar
- l) Shri. Umesh Vishwanat Loliencar
- m) Smt. Vandana Umesh Loliencar

renounced, released and relinquished all their right, title and interest in respect to said property in favour of the other co-heirs namely Mr. Anil Ramkrishna Kuncolienkar and Mr.

Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar.

M. That somewhere in the month of April 2018, an inventory proceedings came to be instituted in the Court of Civil Judge Junior Division at Margao bearing Special Inventory Proceedings No. 20/2018/III and in the said Inventory Proceedings said Mr. Anil Ramkrishna Kunkolienkar came to be appointed as Cabeça de Casal.

N. That in the said Inventory Proceeding, Statement of Cabeça de Casal came to be recorded on 01.07.2018 wherein Cabeça de Casal namely said Mr. Anil Ramkrishna Kunkolienkar deposed on oath that said Smt. Kesarbai Ramkrishna Kunkolienkar expired on 21.09.1993 leaving behind the heirs referred to above as the sole and universal heirs.

O. That the said property came to be purchased by said Smt. Kesarbai Ramkrishna Kunkolienkar after the death of her husband who expired on 25/03/1945.

P. That in the said Inventory Proceedings, the said property came to be listed as an asset left over by the deceased Smt. Kesarbai Ramkrishna Kunkolienkar. That Will executed in favour of said Mr. Anil Ramkrishna Kunkolienkar and Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar and Deed of Relinquishment and or Renouncement of Right by the other heirs of late Smt. Kesarbai Ramkrishna Kunkolienkar namely:

- a) Smt. Sudha Ramkrishna Kuncolienkar
- b) Ms. Vaishali Dhirendra Katkar
- c) Shri. Ganapati Ghode
- d) Smt. Smita Ganapati Ghode
- e) Shri. Bipinchandra Dhirendra Katkar
- f) Smt. Pooja Bipinchandra Katkar
- g) Smt. Gauri D. Katkar
- h) Shri. Vinod Lala Zambauliker
- i) Smt. Yojana Vinod Zambaulicar
- j) Shri. Vishwas Lala Jambavalikar
- k) Smt. Sushama Vishwas Jambavalikar
- l) Shri. Umesh Vishwanat Loliencar
- m) Smt. Vandana Umesh Loliencar

were also produced on record as found recorded in the statement of Cabeça da Casal.

Q. That as consequence of the said Will dated 19.03.1987 and Relinquishment of Right by other heirs by virtue of Deed of Relinquishment dated 28.03.2018 referred to above, the said property came to be devolved unto said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncollikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar as such, said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncollikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar became the absolute owners in possession of the said property.

R. That said Mr. Anil Ramkrishna Kuncolienkar and Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar decided to partition and apportion the said property amicably between themselves and as such filed consent terms in the said Inventory proceeding thereby agreeing that 65% of the said property be allotted to Mr. Anil Ramkrishna Kuncolienkar and his wife Mrs. Archana Anil Kuncolienkar and 35% of the said property be allotted to said Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar and his wife Mrs. Sneha Rajan Kuncolikar alias Sneha Rajan Kuncolienkar.

S. That in accordance with the consent terms dated 01.07.2018 filed by the parties, a Chart of Partition came to be drawn and Final Decree and Order came to be passed by the Court of Civil Judge Senior Division in the said Inventory Proceeding on 04.12.2018, by virtue of which the Chart of Partition came to be confirmed and made absolute.

T. That said Mr. Anil Ramkrishna Kuncolienkar is married to Mrs. Archana Anil Kuncolienkar and said Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar is married to Mrs. Sneha Rajan Kuncolikar alias Sneha Rajan Kuncolienkar under the regime of communion of assets as such Mr. Anil Ramkrishna Kuncolienkar and his wife Mrs. Archana Anil Kuncolienkar and said Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar

and his wife Mrs. Sneha Rajan Kuncolikar alias Sneha Rajan Kuncolienkar became the absolute owners in possession of the said property.

- U. That an area of 1889 sq. mts. with the residential house bearing no. 2/8/ existing therein forming part of the said property admeasuring 2019 sq. mts. bearing Chalta no. 41 of P.T. Sheet no. 45 of City Survey of Margao along with the F.A.R. allotted to Mr. Anil Ramkrishna Kuncolienkar and his wife Mrs. Archana Anil Kuncolienkar and Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar and his wife Mrs. Sneha Rajan Kuncolikar alias Sneha Rajan Kuncolienkar by the Government of Goa vide Letter dated 26.04.2017 shall herein after be referred to as the **“SAID PLOT”** and is better described in **SCHEDULE II** herein below.
- V. That by a Deed of Sale dated 28/02/2019, registered before the Sub Registrar of Salcete under Reg. No. MGO-1-329-2019 dated 6/3/2019, said Mr. Anil Ramkrishna Kuncolienkar, Mrs. Archana Anil Kuncolienkar, Mr. Rajan R. Kuncolikar alias Rajan R. Kuncolicar alias Rajan R. Kunkolienker alias Rajan Ramcrishna Cuncolienkar and Mrs. Sneha Rajan Kuncolikar alias Sneha Rajan Kuncolienkar sold and or transferred the Said Plot to the **PROMOTER** herein.
- W. That upon purchase of the said plot, PROMOTER herein effected mutation proceedings in respect of Said Plot as such the name of the PROMOTER came to be inserted in Form D of the survey records with respect to Said Plot.

X. That the PROMOTER herein with an intention to develop the Said Plot by constructing thereon residential cum Commercial Building comprising of Basement floor, Ground floor + 6 floors obtained following permissions from the competent authorities namely :-

- a) Development Permission dated 22/10/2019 under Ref. No. SGPDA/P/6217/1053/19-20 issued by the South Goa Planning & Development Authority.
- b) N.O.C. dated 17/01/2020 under Ref. No. UHCM/NOC/2019-20/2109 issued by the Urban Health Centre, Margao.
- c) Construction License dated 28/02/2020 under Ref. No. A/56/2019-2020 issued by the Margao Municipal Council, Margao, Goa.
- d) Development Permission dated 30/09/2020 under Ref. No. SGPDA/P/6217/727/20-21 issued by the South Goa Planning & Development Authority.
- e) Construction License (Revised) dated 27/10/2020 under Ref. No. A/56/2019-2020 issued by the Margao Municipal Council, Margao, Goa.
- f) N.O.C. dated 13/11/2020 under Ref. No. DFES/FP/HB/199/20-21/207 issued by the Directorate of Fire & Emergency Services, St. Inez, Panaji Goa.

Y. That upon obtaining the afore referred licenses, permission and approvals, the Promoter herein, is carrying out the construction of a Residential cum Commercial Building in the name and style of **“ARUNODAY ARCADE”** comprising of various apartments,

flats and or offices/shops in the Said Plot better described in **SCHEDULE II** hereto.

Z. **AND WHEREAS** the Promoter has registered the said residential cum Commercial Building under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority at Goa under No. _____.

AA. **AND WHEREAS** the Promoter by virtue of the said Deed of Sale dated 28/02/2019, registered before the Sub Registrar of Salcete under Reg. No. MGO-1-329-2019 dated 6/3/2019 are the absolute owners in possession of the Said Plot and by virtue of the licenses, permissions and approvals referred to above, the Promoter has sole and exclusive right to sell the said buildings/Apartment/Flats/Offices/Shops in the said Project i.e. **“ARUNODAY ARCADE”** to be constructed by Promoter on the Said Plot and to enter into Agreement with the Allottee/Purchaser of the said Apartment/Flats/Offices/Shops and to receive the sale consideration in respect thereof.

BB. **AND WHEREAS** 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 Plot and the plans, designs and specifications prepared by the Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as **“THE SAID ACT”**) and the Rules and Regulations made thereunder of

the Promoter; and the Allottee has acknowledged the receipt of the same and the same is to the Allottee's satisfaction.

CC. **AND WHEREAS** the ALLOTTEE has approached the PROMOTER/VENDOR with a request to purchase an Apartment/Flat/Office/Shop in the said project known as **"ARUNODAY ARCADE"** more particularly identified as Apartment/Flat/Office/Shop bearing No. _____ having carpet area of ____ sq.mtrs., corresponding to super built up area of ____ sq.mtrs., comprising of ____ bedrooms, living room, kitchen, bathroom etc. situated on the _____ floor of the building known as **"ARUNODAY ARCADE"**. (hereinafter referred to as **"THE SAID APARTMENT/FLAT/OFFICE/SHOP"** and described in **SCHEDULE-III** hereunder) being constructed on the Said Plot by the Promoter for a total consideration of Rs. _____/- (Rupees _____ Only).

DD. **AND WHEREAS** upon finalizing the terms and conditions for purchase of the said Apartment/Flat/Office/ Shop, the PROMOTER / VENDOR handed over all the documents pertaining to the title of the Said Plot along with the documents pertaining to the permissions granted by the Competent Authorities for the said project unto the PURCHASER/ALLOTTEE. The PURCHASER/ALLOTTEE on being satisfied with the title of the PROMOTER/VENDOR in respect of the Said Plot and on being satisfied with the respective permissions granted by the Competent Authorities has agreed to purchase the said Apartment/Flat/Office/ Shop as sanctioned and approved by the competent authorities.

EE. **AND WHEREAS** the Floor Plan of the said Apartment/Flat/Office/Shop agreed to be purchased by the Allottee, as sanctioned and approved by the Competent Authority wherever applicable has been annexed hereto and shall hereinafter be referred to as **“ANNEXURE A”**.

FF. **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.

GG. **AND WHEREAS** under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of said Apartment/Flat/Office/Shop with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908(Central Act 16 of 1908).

HH. **AND WHEREAS** the PURCHASER/ALLOTTEE on having verified the title of the said Apartment/Flat/Office/Shop and having acquired the entire knowledge of the permissions granted by the competent authorities and is fully aware of all the terms and conditions contained in the respective permissions granted by the competent authorities. The PURCHASER/ALLOTTEE on having read the contents of this instrument is also fully aware and has full knowledge of terms and conditions set out in this instrument which has been fully understood by the

PURCHASER/ALLOTTEE and upon having fully understood the entire terms of the agreement has agreed to purchase the said Apartment/Flat/Office/Shop.

- II. **AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment/Flat/Office/Shop along with the parking on terms and conditions hereunder set out.

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

1. The PROMOTER/VENDOR shall construct and the PURCHASER/ALLOTTEE shall purchase all that part and parcel of the Apartment/Flat/Office/Shop identified as Apartment/Flat/Office/Shop bearing No. _____ having carpet area of ____ sq.mtrs., corresponding to super built up area of ____ sq.mtrs., comprising of ____ bedrooms, living room, kitchen, bathroom etc. situated on the _____ floor of the building known as **“ARUNODAY ARCADE”**. which project is constructed in Plot of land admeasuring 1889 sq. mts. surveyed under Chalta No. 41 of P.T. Sheet No. 45 of City Survey of Margao, situated at Fatorda, which Apartment/Flat/Office/Shop has been constructed by the

PROMOTER/VENDOR in accordance with the plans approved by the competent authorities.

2. CONSIDERATION:

- a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the said Apartment/Flat/Office/Shop bearing No. _____ having carpet area of ____ sq.mtrs., corresponding to built up area of ____ sq.mtrs., comprising of ____ bedrooms, living room, kitchen, bathroom etc. situated on the _____ floor of the building known as **“ARUNODAY ARCADE”** herein for a total consideration of **Rs. _____/- (Rupees _____ Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the said Apartment/Flat/Office/Shop together with the proportionate undivided share to the Said Plot corresponding to the said Apartment/Flat/Office/Shop.
- b) The Promoter shall have to obtain prior consent in writing of the Allottee in respect of any major structural variations or modifications which may adversely affect the said Apartment/Flat/Office/Shop of the Allottee, except any alteration or addition required by any Government authorities or due to change in law. Needless to say that the Promoter shall be entitled to carry out minor variations and or modifications to the said project without any intimation and or consent from the Purchaser / Allottee.
- c) The Allottee has paid to the Promoter a sum of **Rs. _____/- (Rupees _____ Only)**, prior to the execution of these presents, being an advance payment as provided in Section

13 of the said Act (the payment and receipt whereof the Promoter hereby admit and acknowledge) after deducting an amount of **Rs. _____/- (Rupees _____ Only)** towards 1% TDS as per the provisions of The Income Tax Act and the Allottee has agreed to pay the balance of the sale consideration as per the **PAYMENT PLAN** as mutually agreed between the parties, more particularly described in **SCHEDULE – IV** hereunder.

- d) The Allottee shall pay to the Promoter, Goods and Services Tax (GST) as applicable at the time of payment of every instalment towards purchase of the said Apartment/Flat/Office/Shop.
- e) The Total Price (i.e. Consideration amount) above excludes Taxes (consisting of tax paid or payable by the Promoter) by way of Infrastructure Tax, Goods and Services Tax (GST) and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the said Apartment/Flat/Office/Shop.
- 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 which may be levied or imposed by the competent authority, local bodies/Government from time to time.
- g) The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said

notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- h) The ALLOTTEE/PURCHASER covenants that the ALLOTTEE/PURCHASER shall adhere to the schedule of payment listed at **SCHEDULE IV**, timely payment being the essence of contract. In the event, the Allottee defaults in making payment of the instalments due and payable under this agreement as specified at **SCHEDULE IV** within the time limit stipulated therein, the Vendor/Promoter shall be entitled to issue a notice in writing to the ALLOTTEE/PURCHASER calling upon the ALLOTTEE/PURCHASER to pay such amount defaulted by the ALLOTTEE/PURCHASER within a period of 15 days from receipt of the said notice within which period the ALLOTTEE/PURCHASER shall comply with the stipulations contained in the said notice and make the payment payable by the ALLOTTEE/PURCHASER to the VENDOR/PROMOTER. It is agreed between the parties that in the event, the ALLOTTEE/PURCHASER on receipt of such notice fails to pay the instalment due and payable for which a notice is issued by the VENDOR/PROMOTER calling upon ALLOTTEE/PURCHASER to make payment of the said balance amount, in that event, the PROMOTER/VENDOR shall be entitled to terminate the present agreement without any further reference to any legal notice or without taking recourse to court of law.

- i) On such termination having taken place due to the lapse on the part of the ALLOTTEE/PURCHASER, the amount paid by the ALLOTTEE/PURCHASER to the PROMOTER/VENDOR to the extent of 10% shall stand forfeited in favour of the PROMOTER/VENDOR and the balance amount shall be paid by the PROMOTER/VENDOR to the ALLOTTEE/PURCHASER, without any interest except the amount of Goods and service Tax and other taxes and levies, stamp duty and registration charges and other related expenditure. On termination the Promoter shall be at liberty to dispose off and sell the said premises to such other person and at such price as the promoter may in its absolute discretion, think fit and proper.
- j) In the event, of such default the PROMOTER/VENDOR opts at the request of the ALLOTTEE/PURCHASER not to terminate the agreement in such an eventuality the ALLOTTEE/PURCHASER shall be liable to forthwith pay the instalment due and payable as on that day along with interest calculated as per Section 18 of the said rules, for the delay committed by the ALLOTTEE.
- k) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE by the Promoter.
- l) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said residential/commercial building is complete and the

Completion Certificate/Occupancy 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.

- m) 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 Goa Real Estate (Regulation and Development) (Registration of Real Estates Projects, Registration of Real Estates Agents, Rates of Interest and disclosures on Website) Rules, 2017 (hereinafter referred to as **“The Said Rules”**) from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- n) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against all lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- o) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned

competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee, obtain from the concerned competent authority Occupancy and/or Completion Certificates in respect of the said Flat.

- p) The Purchaser hereby covenant that the Promoter shall be entitled to utilize and or use the built up area in the said project except for the said flat which is the subject matter of this agreement to be used by the Promoter and or his nominees as service apartments and or for any similar purpose without any objection from the Allottee. The execution of this agreement itself shall be construed as consent for all legal purposes for such use by the Allottee

3. FLOOR AREA RATIO (FAR);

The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the said plot is 4038 sq.mtrs as mentioned in the Building Regulation which are applicable to the said residential/commercial building.

4. SPECIFICATIONS/FIXTURES/FITTINGS :

- a) The specifications of the said Apartment/Flat/Office/Shop, as sanctioned and approved by the competent authority wherever applicable has been more particularly described and/or mentioned in **SCHEDULE-V** hereto.
- b) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if

unbranded) shall be provided by the Promoter in the said building and the Apartment/Flat/Office/Shop.

- c) The fixtures and fittings to be provided to the said Apartment/Flat/Office/Shop shall be specific as per the specification set out at **SCHEDULE-V**. Extra items and or change in specification shall be considered by the Promoter at his sole discretion subject to payment of such extra cost as may be payable for such additional work and or extra items which shall be payable by the Purchaser to the Promoter at the time of making a request for such extra items and or change in specification.

5. POSSESSION:-

- a) **Delivery of Possession:** The Promoter shall give possession of the said Apartment/Flat/Office/Shop to the Allottee on or before **27/10/2024. (Due Possession Date)** with an extension of 06 months i.e. on or before **27/04/2025. (Extended Period).**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said project and handing over the Said Apartment/Flat/Office/Shop to the Allottee after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be, subject to all the Allottee have paid all the consideration and other sums due and payable to the Promoter as per the Agreement.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting

the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter.

b) Delayed Possession/breach(es)/Payments:

- i.** If the Promoter fails to abide by the time schedule for completing the said project and handing over the said Apartment/Flat/Office/Shop to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the said project, interest as specified in Sec. 18 of the said Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.
- ii.** If the Promoter fails or neglects to give possession of the said Apartment/Flat/Office/Shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, if the Allottee wishes to terminate this Agreement, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment/Flat/Office/Shop with interest as specified in Sec. 18 of the said Rules, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that, the Promoter shall be entitled to reasonable extension of time of maximum 2-3 years for giving delivery of said Apartment/Flat/Office/Shop on the aforesaid date, if the completion of the said residential / commercial building in which the said

Apartment/Flat/Office/Shop is to be situated is delayed on account of:

- a)** war, civil commotion, Lockdown , Pandemic or Act of God ;
 - b)** Non availability of any construction material including steel, cement, labour etc.
 - c)** any notice, order, rule, notification of the Government and/or other public or competent authority and or statutory authority/court/Tribunal.
 - d)** Any delay on part of the competent authorities in issuing approvals, permissions, sanctions and or Occupancy Certificate by the Competent Authorities for the reasons not attributable to the PROMOTER/VENDOR.
 - e)** Non payment of any instalment stipulated in the agreement.
- c) **Procedure for taking Possession:** The Promoter shall intimate in writing to the Purchaser of having obtained the Occupancy Certificate from the competent authority and upon payment made by the Allottee as per the Agreement, offer possession of the Said Apartment/Flat/Office/Shop to the Allottee intimating in writing that the said Apartment/Flat/Office/Shop is ready for use and Occupancy of the said Residential/Commercial building to be taken within 15 days from the date of receipt of such notice and the Allottee shall take possession of the said Apartment/Flat/Office/Shop from the Promoter by executing necessary indemnities, undertakings and such other

documentation as specified in this Agreement, and the Promoter shall give possession of the said Apartment/Flat/Office/Shop to the Allottee.

d) **Failure of Allottee to take Possession of Said**

Apartment/Flat/Office/Shop : In case the Allottee fails to take possession within the time provided as above, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said residential/commercial building thereon, besides that the Allottee / Purchaser shall also be liable to pay holding charges calculated @ Rs 100/- (Rupees Hundred only) per sq. mts calculated on super built up area on the said premises per month. Notwithstanding failure on the part of the Allottee / Purchaser to take possession of the said Apartment/Flat/Office/Shop inspite of it being complete in due respect, the Purchaser and or Allottee shall be liable to pay all taxes, outgoings, fees etc. to the local authority and or to the Co-operative Housing Society and or to the association of built up area and or to the Promoter/Vendor towards maintenance of the said project for which the Allottee hereby indemnifies and keep the Promoter indemnified against any such claims which may be raised from time to time in respect of such contributions, taxes, fees etc. and undertakes to pay them as and when called upon to do so by the aforesaid authorities and or the bodies listed to above.

e) **Defect(s):**

- i. If within a period of 5 years from the date of handing over the said Apartment/Flat/Office/Shop to the Allottee, the Allottee brings to the notice of the Promoter any defect referable to leakage and water proofing in the said Apartment/Flat/Office/Shop or the said residential/commercial building in which the said Apartment/Flat/Office/Shop is situated. Such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The defect liability period for any other defect pertaining to workmanship, quality etc. other than water proofing and leakages shall be 3 years.
- ii. In case the Allottee carries out any work within the said Apartment/Flat/Office/Shop after taking possession, resulting in cracks and dampness, or any other defect within or to the adjoining Apartment/Flat/Office/Shop, then in such an event the Promoter shall not be liable to rectify or pay compensation. But the Promoter may offer services to rectify such defects at nominal charges.
- iii. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc., cannot be considered as defective work.
- iv. The Promoter shall also not be responsible for any problems occurring on account of expansion or contraction in the wood or other material which is subject to such expansion or

contraction due to climatic changes, natural humidity in the atmosphere, natural wear and tear, coming in contact with water, and the like.

- f) **Use of said Apartment/Flat/Office/Shop:** The Allottee shall use the said Apartment/Flat/Office/Shop or any part thereof or permit the same to be used only for any legally permissible activities.

He/she/they shall use the garage or parking space only for purpose of keeping or parking vehicle.

- g) **Deposits at the time of taking possession:**

I. The Allottee shall on or before delivery of possession of the said Apartment/Flat/Office/Shop keep deposited with the Promoter the following as determined by the Promoter:

- i) Rs. _____/- for share money, application entrance fee of the society or any other entity, formation & registration of the society or any other entity, proportionate share of taxes and other charges/levies in respect of the society or any other entity;
- ii) Rs. _____/- for deposit of provisional monthly contribution towards outgoings of society or any other entity;
- iii) Rs. _____/- for deposit for Water, Electric, and other utility and service connection charges, Electricity transfer, Electricity Meter Charges, Electricity Meter Deposit, Transformer charges;
- iv) Rs. _____/- Deposits towards providing electrical connection to the project as per regulations,

transformer and other electrical receiving and sub-station provided;

- v) Rs. _____/- for Legal charges;
- vi) Rs _____ per sq. Mts. towards reimbursement of Infrastructure Tax paid to the government;
- vii) Rs _____/- Corpus in respect of the society or any other entity;
- viii) Rs _____/- Stamp Duty and Registration Charges;
- ix) Rs _____/- Maintenance per month;
- x) Rs _____/- House Tax, transfer charges etc;
- xi) Rs _____/- to bear and pay the proportionate share of outgoings in respect of the said plot and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers as applicable,
- xii) Rs. _____/- for setting up of Solid Waste Management.
- xiii) All other expenses necessary and incidental to the management and maintenance of the said project land as applicable.
- xiv) Electricity charges as per the bills raised by the Electricity Department in respect of the said premises from the date of connection, although such connection is not transferred in the name of the Allottee/ Purchaser;
- xv) Goods and Service Tax on all above and wherever applicable.

- II.** The Allottee shall pay to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said society or any other entity and for preparing its rules, regulations and bye-laws as per actuals.

6. MAINTENANCE OF THE COMPLEX:

- i. The Promoter undertakes to maintain the complex till such time the society or any other entity is formed and registered.
- ii. Until the society or any other entity is formed and the said complex/structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter.
- iii. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.
- iv. It is agreed that non-payment or default in payment of outgoings on time by Allottee shall be regarded as default on the part of the Allottee and shall entitle the Promoter to charge interest on dues, in accordance with the terms and conditions contained herein.
- v. In the event of increase in cost of maintenance due to inflation, the Allottee shall be liable to contribute such further amount in proportion of such inflation.

7. FORMATION OF SOCIETY OR ANY OTHER ENTITY:

- i. Upon receiving the entire price consideration fixed herein and after receiving all other amounts as specified under this Agreement, the Promoter shall have an option to transfer the said premises along with undivided share in the Project Land and also along with undivided share in common areas and amenities in favour of the Allottee/ Purchaser, by way of execution of Deed of Sale or any other appropriate indenture, at the costs and expenses of the Allottee/ Purchaser, including stamp duty and registration fee.
- ii. In the event the promoter decides to form a co-operative society or a maintenance society then the Allottee along with other Allottee(s) of Apartment/Flat/Office/Shop in the said residential/commercial building shall join in forming and registering the society or any other entity 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 or any other entity and for becoming a member, including the bye-laws of the proposed society or any other entity, 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 society or any other entity.
- iii. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the

Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative societies or the Registrar of Companies, as the case may be, or any other competent authority.

- iv.** The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the formation of the society or any other entity as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or any other entity, as the case may be.
- v.** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for forming and registering the society or any other entity and handing over the common areas to the society or any other entity, subject to all the Allottees have paid all the consideration and other sums due and payable to the Promoter as per the Agreement.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- i.** The Promoter has clear and marketable title with respect to the said Project Land; as declared in the title report 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 said Project;

- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project.
- iii. There are no encumbrances upon the said plot;
- iv. There are no litigations pending before any Court of law with respect to the said plot or said Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said property/and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, said property/and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said plot/Building/wing and common areas till the formation of the society or any other entity;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any Agreement for sale and/or Development Agreement or any other Agreement/arrangement with any person or party with respect to the said Project Land, including the said Project and the said Apartment/Flat/Office/Shop which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Flat/Office/Shop to the Allottee in the manner contemplated in this Agreement;
- ix. Upon formation and registration of the society or any other entity, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the said society or any other entity;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoter in respect of the said plot and/or the said Project;

9. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE:

The Allottees themselves with intention to bring all persons into whosoever hands the said Apartment/Flat/Office/Shop may come, hereby covenants with the Promoter as follows:

- i. To maintain the said Apartment/Flat/Office/Shop at the Allottees own cost in good and tenantable repair and condition from the date that the possession of the said Apartment/Flat/Office/Shop is taken and shall not do or

suffer to be done anything in or to the said Residential / Commercial building in which the said Apartment/Flat/Office/Shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Residential / Commercial building in which the said Apartment/Flat/Office/Shop is situated and the said Apartment/Flat/Office/Shop itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to use the said Apartment/Flat/Office/Shop for the purpose of carrying on any business like Bar and Restaurant, etc., trade or commercial activity which necessitates storage of explosive or inflammable substances or for storage or sale of cement or store any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Residential/Commercial building in which the said Apartment/Flat/Office/Shop 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 said Residential/Commercial building in which the said Apartment/Flat/Office/Shop is situated, including entrances of the said Residential/Commercial building in which the said Apartment/Flat/Office/Shop is situated and in case any damage is caused to the said Residential/Commercial building in which the said Apartment/Flat/Office/Shop is situated or the said Apartment/Flat/Office/Shop on account

of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at their own cost all internal repairs and maintain the said Apartment/Flat/Office/Shop in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Residential/Commercial building in which the said Apartment/Flat/Office/Shop is situated or the said Apartment/Flat/Office/Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. That the Purchaser shall not modify and/or encroach on any balconies and/or terraces by way of fixing window grill boxes, on any common passages like staircases, etc. or affect in any way the front, side and/or rear elevations or facade of the buildings without written prior permission from the Promoter.
- v. Not to demolish or cause to be demolished, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment/Flat/Office/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Residential / Commercial building in which the said Apartment/Flat/Office/Shop is situated and shall keep the fire fighting equipments and installation, portion, sewers,

drains and pipes in the building where the said Apartment/Flat/Office/Shop is located 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 said Residential / Commercial building in which the said Apartment/Flat/Office/Shop 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 said Flat without the prior written permission of the Promoter and/or the society or any other entity.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Residential/Commercial building and or the said plot and in which the said Apartment/Flat/Office/Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat/Office/Shop in the compound or any portion of the said Residential/Commercial building and/or said property in which the said Apartment/Flat/Office/Shop is situated.
- viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to

the said Residential building or said plot in which the said Apartment/Flat/Office/Shop is situated.

- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment/Flat/Office/Shop by the Allottee for any purposes other than for purpose for which it is sold.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment/Flat/Office/Shop until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xi. The Allottee shall observe and perform all the rules and Rules, Regulations and bye-laws which the society or any other entity and/or the concerned local authority, Government and other public bodies 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 Project building for the time being in force regarding the occupancy and use of the said Apartment/Flat/Office/Shop in the said Residential/Commercial building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. Till a conveyance of the said Apartment/Flat/Office/Shop is executed in favour of the Allottee, the Allottee shall permit the Promoter and their surveyors and agents, with or

without workmen and others, at all reasonable times, to enter into and upon the said Apartment/Flat/Office/Shop or any part thereof to view and examine the state and condition thereof.

- xiii. It is agreed between the parties that increase in F.A.R. due to change in Building Regulations in respect of the said plot shall enure to the benefit of the Promoter and the Purchaser shall not be entitled for benefit of such an increase. It is made clear, in the event of such increase in F.A.R., the Promoter, without any obstruction and or claim from the Purchaser shall be entitled to use the same in accordance with the provisions of law.
- xiv. It is clarified that, there shall be no contribution from the Promoter towards the fund for repairs, maintenance and any other charges and fees in respect of the premises remaining unsold.

10. INDEMNITY:

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

11. SEPARATE ACCOUNT:

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or any other entity or towards the

outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

12. SAVINGS CLAUSE:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Flat/Office/Shop or of the said plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment/Flat/Office/Shop alongwith proportionate indivisible share agreed to be sold to him. All unsold or un-allotted inventory/shall continue to remain the Property of the Promoter until sold/allotted/transferred to the society or any other entity as hereinbefore mentioned.

13. MORTGAGE OR CREATION OF CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/Flat/Office/Shop and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Flat/Office/Shop. It is made clear that except for the said flat, the Promoter shall be entitled to raise finance on the said project for the purpose of construction of the same without there being any liability on the Purchaser.

14. 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(s) fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter , then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, allotment of the said Apartment/Flat/Office/Shop to the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

15. ENTIRE AGREEMENT

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, Brochures, arrangements whether written or

oral, if any, between the Parties in regard to the said Apartment/Flat/Office/Shop/plot/building, as the case may be. It is clearly understood between the parties that brochures, any photographs, pamphlets or any marketing materials which may be issued by the Vendor/Promoter shall not form part of this agreement and any representations and or statements made therein shall not have an overwriting effect on the specifications laid down in this agreement, the terms entered into between the parties and recorded in this agreement being final.

16. RIGHT TO AMEND:

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

17. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment/Flat/Office/Shop, in case of a transfer, as the said obligations go along with the Apartment/Flat/Office/Shop for all intents and purposes.

18. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 the 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.

19. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the said Project, the same shall be in proportion to the area of the said Apartment/Flat/Office/Shop to the total area of all the Apartments/Flats/Offices/Shops in the said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet areas of the respective Allottees.

20. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

21. EXECUTION OF THE AGREEMENT:

- a) The execution of this Agreement shall be complete only upon its execution by the Promoter or 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, 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 concerned Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

- b) The Allottee and/or Promoter or its authorized signatory shall present this Agreement as well as the Conveyance/Assignment of Lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoter or its authorized signatory will attend such office and admit execution thereof.

22. NOTICES & CORRESPONDENCES :

- a) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses as specified above.
- b) That in case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.
- c) 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 A.D and notified Email ID/Under Certificate of

Posting, failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

23. STAMP DUTY AND REGISTRATION :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The Present value of the said Flat is **Rs.** _____/- (**Rupees** _____ **Only**) and as such stamp duty of **Rs.** _____/- (**Rupees** _____ **Only**) is embossed on the present Agreement, which is borne and paid by the Allottee.

24. DISPUTE RESOLUTION :-

Any dispute which may surface between the parties with regards to interpretation and or performance of terms and conditions of this agreement shall be settled amicably between the parties. In the event, the parties are unable to settle the matter amicably, same shall be attempted to settle by the Parties by referring the same to the arbitration in terms of the provisions of Arbitration and Conciliation Act 1996. The place of Arbitration shall be at Panaji, Goa and the language of arbitration shall be English. It is agreed between the parties that the disputes which are not arbitrable and or which could not be settled amicably shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development Act, 2016, Rules and Regulations, thereunder. .

25. 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 Goa will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness.

SCHEDULE — I

All that part and parcel of the property known as “**Sem Deno Minacao**” or “**Sem Denominacao Especial**” along with the residential house bearing H. No. 2/8/ existing therein situated at Fatorda, within the limits of Municipal Council of Margao, District of South Goa, State of Goa, described in Land Registration Office under no. 23804, recorded in city survey records under Chalta no. 41 of P.T. Sheet no. 45, admeasuring 2019.00 sq. mts. and is bounded as under:-

North: By road;

South: by property bearing Chalta no. 42 and Chalta no. 44 of P.T. Sheet no. 45;

East: by property bearing Chalta no. 40 of P.T. Sheet no. 45;

West: by property bearing Chalta no. 45 of P.T. Sheet no. 45.

SCHEDULE — II

All that part and parcel of the land admeasuring 1889 sq. mts. surveyed in the Records of Rights under Chalta no. 41 of P.T. Sheet no. 45 of City Survey of Margao forming part of the said property known as “Sem Deno Minacao“ or “Sem Denominacao Especial” with the residential house bearing H. No. 2/8/ existing therein along with the F.A.R. allotted to the Vendors by the Government of Goa vide Letter dated 26.04.2017, situated at Fartorda within the limits of Municipal Council of Margao, District of South Goa, State of Goa better described in Schedule I herein above is bounded as under:

North: By road;

South: by property bearing Chalta no. 42 and Chalta no. 44 of P.T. Sheet no. 45;

East: by property bearing Chalta no. 40 of P.T. Sheet no. 45;

West: by property bearing Chalta no. 45 of P.T. Sheet no. 45.

SCHEDULE –III

(DESCRIPTION OF THE SAID FLAT)

(AS PER AREA STATEMENT GIVEN BY SALES)

ALL THAT Apartment/Flat/Office/Shop bearing No. _____ having carpet area of ____ sq.mtrs., corresponding to super built up area of ____ sq.mtrs., comprising of ____ bedrooms, living room, kitchen, bathroom etc. situated on the _____ floor of the building known **as “ARUNODAY ARCADE”** constructed on the said plot better described in Schedule II here in above. The plan of said Apartment/Flat/Office/Shop is annexed hereto as **“ANNEXURE-A”)**

SCHEDULE –IV

PAYMENT MODE

The Allottee has paid on or before execution of this Agreement, (10% of the total consideration of the said Apartment/Flat/Office/Shop) a sum of **Rs _____/- (Rupees _____Only)** as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of **Rs _____/- (Rupees _____ Only)** in the following manner:-

1.	Amount to be paid to the Promoter on execution of the agreement.	Rs. -----/-
2.	Amount to be paid to the Promoter on or before the completion of the Plinth.	Rs. -----/-
3.	Amount to be paid to the Promoter on or before completion of the first slab.	
4.	On or before completion of the Roof Slab.	
5.	Amount to be paid to the Promoter on or before completion of masonry works.	Rs. -----/-
6.	Amount to be paid to the Promoter on completion of plastering work.	Rs. -----/-
7.	Within a period of 15 (fifteen) days from the date of receiving the intimation from the BUILDER to take possession of the said premises.	Rs. -----/-

SCHEDULE-V

(SPECIFICATION OF APARTMENT/FLAT/OFFICE/SHOP)

STRUCTURE: RCC framed structure made from M-30 grade of concrete.

MASONRY: 200mm thick AAC block masonry for external walls and 100mm thick AAC block masonry for internal walls.

SURFACE FINISHES

Internal Décor: Emulsion paint on internal walls.

External Paint: External Ultima Paint / equivalent make.

DOOR, WINDOWS

Flush doors.

Powder coated aluminium sliding windows.

FLOOR AND BATHROOM TILES

Vitrified tile flooring in all rooms .

Ceramic tiles for flooring with glazed dado tiles in bathrooms. (7 feet)

KITCHEN COUNTER AND ACCESSORIES

Granite kitchen platform with SS sink.

ELECTRICAL

All Wiring & Cabling: Concealed wiring using PVC Copper wires & Cables of reputed brands

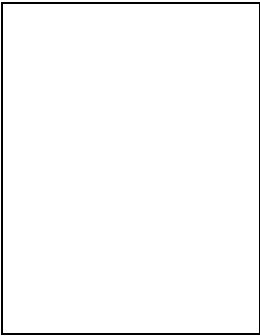
Electrical fittings - modular switches of reputed brands.

FIRE FIGHTING as per norms.

LIFTS facility will be provided.

SOCIETY OFFICE

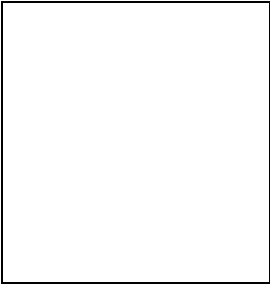
SIGNED AND DELIVERED BY
THE WITHIN NAMED VENDOR/
PROMOTER ARUNODAY DEVELOPERS
THROUGH ITS PARTNERS



MR. UTPAL UDAY NAGESHKAR
For self and POA holder for Vendor at Serial No. 2
Vide Power of Attorney dated 09/05/2019.

L.H.F.P	R.H.F.P
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SIGNED AND DELIVERED BY
THE WITHIN NAMED ALLOTTEE/
PURCHASER:



Mr. _____.

L.H.F.P **R.H.F.P**

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IN THE PRESENCE OF WITNESSES:

1. Name :

Signature _____

2. Name :

Signature _____