

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Margao, Goa, on this ___ day of August in the year Two Thousand and Twenty-one. (__/08/2021)

B E T W E E N

1. **MASTER BUILDERS & DEVELOPERS**, a partnership firm duly registered having registered office at Osia Commercial Arcade, C wing, C-405/406/407, 4th Floor, Opposite Town and Country Planning Department, SGPDA Market, Margao Salcete Goa, 403601 having PAN No. _____, and herein represented by both the Partners,

a) **MR. SANDIP NAGUESH NAIK alias MR. SANDIP NAGESH NAIK**, Son of Mr. Nagesh Naik alias Naguesh Naik, aged 45 years, married, businessman, Indian National, holding PAN Card No. _____, holding Aadhaar Card No. _____, Email: sandeep.naik91@yahoo.com, Mob. No. 9822147911, resident of _____, and

b) **MR. EVAREST REDEMPTOR DINIZ**, son of Mr. Redemptor Diniz, aged 52 years, married, Businessman, Indian National, holding PAN Card No. _____, holding Aadhaar Card No. _____, Email:- evarest.diniz@yahoo.in, Mob. No. 7744011967, resident of _____ and hereinafter collectively referred to as the “**PROMOTERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**.

AND

1. _____, age ____ years, son of _____, service, married, Indian National, holding PAN Card No._____, and Aadhaar card No. _____, Mob. No. _____, residence _____, hereinafter referred to as **“ALLOTTEES”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, successors, representatives and assigns) of the **SECOND PART**.

WHEREAS there exist a property Known as “Macodealem, situated at Ambajim in the city of Margao, Taluka of Salcete, District of South Goa, State of Goa, described in the Land registration office unfer No. 280 at Pages 249 overleaf of Book No. B No. 2 (Old series), enrolled in the Land revenue office under matriz No. 2150 and previously, surveyed under Chalta No. 13 of P T Sheet No. 15 and Chalta No. 2 and 3 of P T Sheet No.22 of Margao City, and is bounded as under:

East : By properties of Custodio Andrade. Roque Velho and Luciano Andrarde

West : By drain and property of heirs of Jose Bento Miranda

North: By the Paddy Filed of comunidade and property of heirs of jose Inacio Rodrigues

South : By Road and property of Adolfo BArreto Xavir

(Hereinafter Referred To As The ‘SAID PROPERTY.’)

AND WHEREAS the said Property was Originally belonging to Mr. Basilio Andrade whose name is inscribed in the Inscription of Transmission at Folio No. 49 of the Book G-63 dated 26/05/1975.

AND WHEREAS upon the death of said Mr. Basilio Andrade the Inventory Proceedings bearing No. 86/99 were initiated in the Comarca Court at Margao, and in the said proceedings the property was divided into Several Plot and vide Judgment Order and Consent Decree dated 01/04/2000 the Plot of land being Plot N, admeasuring an area of 1240.00 sq. mtrs; which is part of said

property, presently Surveyed under Chalta No.39, P.T. sheet No.22 of Margao city and is bounded as under:

On the North : By the property Surveyed under P. T Sheet No. 22 Chalta No. 38

On the South: By 15 mtrs Road

On the East : By Property Surveyed under Chalta No. 13/P T Sheet No. 15 Reserved as Road

On the west : By Property Surveyed under P T Sheet No. 22, Chalta No. 38.

(Hereinafter Referred To As The 'SAID PLOT.)

was allotted to Mr. Tomaturgo Andrade.

AND WHEREAS On becoming the owner of the said Plot said Mr. Tomaturgo Andrade Mutated his name in Form D for the Said Plot surveyed under Chalta No. 22 of P. T Sheet No. 39.

AND WHEREAS by virtue of Deed of Sale dated 18/02/2021 duly registered before the Sub-Registrar of Salcete under Reg. No. MGO-1-729-2021 dated 23/02/2021, said Mr. Tomaturgo Andrade and his wife Mrs. Monica Andrade sold the said Plot to the promoters i.e to Master Builders and Developers represented by its Partner Mr. Sandip Nagesh Naik and Mr. Evarest Redemptor Diniz.

AND WHEREAS the said Plot is converted from Agricultural land to Non Agricultural land by way of Sanad which was issued by the Additional Collector-II, South Goa District, Margao-Goa, bearing Ref. No. AC-II/SAL/SG/CONV/21/2021/4754 dated 10/05/2021 for the residential purpose Only.

AND WHEREAS for the purpose of development of the Said Plot by constructing the residential building G + 4 Floors residential complex to be disposed off on ownership basis along with corresponding right to land.

AND WHEREAS for the purpose of such development said M/S Master Builders and Developers obtained Development Permission, which was issued by the South Goa Planning & Development Authority under Ref. No. SGPDA/P/6401/84/21-22 dated 16/04/2021.

AND WHEREAS after Obtaining the Final approval from the South Goa Planning & Development Authority, Margao-Goa, Construction needs to be carried out, for which Construction license, bearing No. A/14/2021-2022 dated 27/05/2021 was obtained by M/S. Master Builders and Developers, which was issued by the Margao-Municipal Council, Margao-Goa.

That the PROSPECTIVE VENDOR/PROMOTER specify as under:

- a) There are no covenants affecting the said Plot in any manner;
- b) There are no impediments attached to the Said Plot or any part thereof;
- c) There are no building or other tenants on the Said Plot;
- d) There are no illegal encroachments on the Said Plot;
- e) The Said Plot is not mortgaged nor are they any liens or charge on the Said Plot or any part thereof;
- f) None of the permissions obtained affect the Promoter's title to the Said Plot in any manner;

5. The Promoter is proposing to construct a housing complex on the Said Property which shall comprise multi-storeyed buildings proposed to be named as "**MASTER GLORY**" (hereinafter referred to as the Said Project").

6. While granting the Project permissions and Licenses the concerned competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be

observed and performed by the Promoter while developing the said project such as:-

- A. Development Permission issued by the South Goa Planning & Development Authority under Ref. No. SGPDA/P/6401/84/21-22 dated 16/04/2021
- B. Construction license bearing No. A/14/2021-2022 dated 27/05/2021 issued by the Margao-Municipal Council, Margao-Goa.

and upon due observance and performance of which only the completion or occupancy certificate in respect of the Said Project shall be granted by the concerned competent authorities.

7. The Said Project shall comprise one building, comprising, stilt parking, upper ground floor, 1st, 2nd and 3rd floor.

8. The Promoter has appointed the following Architect and structural engineer who have prepared the drawings and structural design for the Said Project in respect of which the Project Permissions and Licenses have been obtained and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the Said Project (subject to the Promoter's exclusive right to appoint any other duly qualified Architect and structural engineer in their place if the Promoter deems expedient), viz,

a) Shri. Bipin Vernekar, a duly qualified Architect, having his office at C-409, Osia Commercial Arcade, SGPDA market Complex, Margao-Goa 403601

b) Shri. Arjun Salgaonkar, a duly qualified Structural Engineer, having its office at 4G, 4th floor, R.R Tower, opp. Vodafone Gallery, Angod, Mapusa, Bardez Goa. 403507

9. 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 Property, the plans, designs and specifications prepared by the Promoter's Architect, the Project Permissions and Licences and the registration details referred to in Recital 6 above and the Allottee has acknowledged the receipt of the same;

10. The Allottee has approached the Promoter for purchase of a _____ of the Said Project which is more precisely described in **SCHEDULE-II** hereunder written (hereinafter referred to as the "**SAID PREMISES**").

11. Both Parties hereto have, relying on the confirmations, representations, warranties and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are entering into this Agreement as contemplated under RERA-2016 (presently S-13) and which Agreement will be duly registered under the Registration Act, 1908, on the terms and conditions appearing hereinafter.

12. That the Carpet area as defined in clause (k) of sec. 2 of the said act of the said premises is ____ sq. mtrs.

13. That prior to the execution of this agreement, the ALLOTTEES has paid to the PROMOTER a sum of Rs. _____/- (Rupees _____ only) being 10%, as an advance payment or an application fee as provided in sec 13 of the said act which this PROMOTER hereby acknowledges the receipt of the same.

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

1. The ALLOTTEES hereby agrees to purchase from the PROMOTERS the said Premises from the owner/Promoter for an agreed consideration of Rs. _____/- (Rupees _____ only) computed at the rate of Rs. ____/- (Rupees _____ only) per

sq. mtrs, of super built-up area, which has been and shall be paid in the manner stipulated in **ANNEXURE “1”** hereto (hereinafter referred to as the **“PAYMENT PLAN”**).

2. The Said Premises shall have fittings and fixtures which shall be those enumerated in **ANNEXURE “2”** hereto. The Said Premises shall have an internal layout as shown in red colour in the floor layout plan annexed hereto as **ANNEXURE “3”** and the parking slot designated No.____ which shall be allotted to the ALLOTTEES shall be located as shown in red colour in the plan annexed hereto as **ANNEXURE “4”**.
3. The consideration stipulated in Clause 1 above.
 - a. Excludes all taxes, whether tax paid or payable by the Promoter by way of Infrastructure tax, GST, and/or Cess or any other taxes which may be levied, in connection with the construction of and carrying out the completion of the Said Project, right up to the date of handing over the possession of the Said Premises.
 - b. Is escalation-free, save and except escalations /increase, due to increase on account of development charges/taxes payable to the competent authority, Local bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the ALLOTTEES for increase in development charges, cost, or levies imposed by the Competent authorities etc., the Promoter shall enclosed the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEES, which shall only be applicable on subsequent payments under the payment plan.
4. The Promoter shall undertake construction of the Said Project on the Said Property in accordance with the Project Permissions and licenses. Provided that the Promoter shall have to obtain prior consent in writing to the ALLOTTEES in respect of variations or modifications which may adversely affect the Said

Premises, except any alteration or addition required by the Government authorities or due to change in law.

5. The Promoter shall confirm the final carpet area that has been allotted to the ALLOTTEES after the construction of the Said Premises or the Said Project is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 4% (four percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, subject to a variation cap of 4% (four percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 4% (four percent) then the Promoter shall refund the excess money paid by ALLOTTEES within forty-five days along with annual interest at the rate specified in the Goa Real Estate Agents (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as the "Said Rera Rules", which expression shall hereafter mean the Said RERA Rules as amended from time to time), from the date when such excess amount was paid by the ALLOTTEES. If there is any increase in the carpet area allotted to ALLOTTEES, the Promoter shall demand additional amount from the ALLOTTEES as per the next milestone of the Payment Plan and the ALLOTTEES shall pay such additional consideration. All these monetary adjustments shall be made at the same rate per square meter as stated in Clause 1 of this Agreement.

6. The ALLOTTEES hereby authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the

ALLOTTEES undertakes not to object/ demand /direct the Promoter to adjust his payments in any other manner.

7. 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 grant of the Project Permissions and Licenses or thereafter and shall, before handing over possession of the Said Premises to the ALLOTTEES, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Said Premises.
8. Time is of the essence for the Promoter as well as the ALLOTTEES. Accordingly, the Promoter shall abide by the time schedule for completing the Said Project and handing over the Said Premises to the ALLOTTEES and the common areas to such legal entity such as Co-operative Society or Association or a Limited Company as the Promoter may, in his sole discretion decide, that shall be formed of all ALLOTTEES of premises in the Said Project (hereinafter referred to as the "Said Entity"), after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all ALLOTTEES of premises in the Said Project paying all the consideration and other sums due and payable to the Promoter as per this agreement and similar agreement with other proposed ALLOTTEES of premises in the Said Project. Similarly, the ALLOTTEES shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.
9. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the Said Property is 100 (CI) and that the Promoter has planned to utilize. Floor Area Ratio of 100 (CI) by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as

mentioned in the applicable building bye-laws or based on expectation of increased FSI which may be available in future on modification to applicable building bye-laws, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 100 as proposed to be utilized by him on the Said Property in the said Project and the ALLOTTEES has agreed to purchase the Said Premises based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

10. If the Promoter fails to abide by the time schedule for completing the Said Project and handing over the Said Premises to the ALLOTTEES, the Promoter shall pay such of the ALLOTTEES who does not intend to withdraw from the Said Project, interest as specified in the Said RERA Rules (Rule 18 at present), on all the amounts paid by the ALLOTTEES, for every month of delay, till the handing over of the possession. The ALLOTTEES shall pay to the Promoter, interest at the rate specified in the Said RERA Rules (Rule 18 at present), on all delayed payments which become due and payable by the ALLOTTEES to the Promoter under the terms of this Agreement from the date the said amount is payable by the ALLOTTEES to the Promoter.
11. Without prejudice to the right of Promoter to charge interest in terms of Clause 10 above,/ or the ALLOTTEES committing default in payment on due date of any amount due and payable by the ALLOTTEES to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEES committing three defaults of payment of installments, the Promoter, at its option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the ALLOTTEES, by Registered Post AD at the

address provided by the ALLOTTEES and mail at the e-mail address provided by the ALLOTTEES, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEES fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to treat this Agreement as terminated. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the ALLOTTEES (subject to deduction of 10% of the sums paid till such termination as and by way of liquidated damages) within a period of sixty days of the termination, the installments of sale consideration of the Said Premises which may have been paid by the ALLOTTEES to the Promoter till the date of the aforesaid notice and the Promoter shall not be liable to pay to the ALLOTTEES any interest on the amount so refunded.

12. The Promoter shall give possession of the Said Premises to the ALLOTTEES within 36 calendar months of execution on this agreement. If the Promoter fails or neglects to give possession of the Said Premises to the ALLOTTEES on account of reasons beyond the Promoter's control by the aforesaid date, then the Promoter shall be liable to refund to the ALLOTTEES, within 60 days of the ALLOTTEES demand in that behalf, the amounts already received by the Promoter in respect of the Said Premises with interest at the same rate as may mentioned in the Said RERA Rules (Rule 18 at present) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Premises on the stipulated date, if the completion of particular building in the Said Project in which the Said Premises is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii)

any notice, order, rule, notification of the Government and/or other public or competent authority/ court

13. **Procedure for taking possession**: Within 7 days of receiving the occupancy certificate of the Said Project, the Promoter shall offer possession of the Said Premises in writing to the ALLOTTEES intimating that the Said Premises are ready for use and occupancy. Possession shall be taken by the ALLOTTEES within 15 days from the date of receipt of such notice, but only after the ALLOTTEES effects payment of all sums due and payable by the ALLOTTEES as per this agreement. The Promoter agrees and undertakes to indemnify the ALLOTTEES in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The ALLOTTEES agree(s) to pay the maintenance charges as determined by the Promoter or association of ALLOTTEES of premises in the Said Project, as the case may be.

14. Failure of ALLOTTEES to take Possession of the Said Premises upon receiving a written intimation from the Promoter as per Clause 13 above, the ALLOTTEES shall take possession of the Said Premises from the Promoter by paying all sums due and payable by the ALLOTTEES as per this agreement and executing necessary indemnities, undertakings and such other documentation as specified in this Agreement. In case the ALLOTTEES fails to take possession within the time provided in Clause 13, such ALLOTTEES shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, all other outgoing and expenses of and incidental to the management and maintenance of the Said Project and the buildings therein as also interest on all delayed dues at the same rate as specified in the Said RERA Rules (Rule 18 at present). However, if the ALLOTTEES fails to pay all sums due and/or take possession of the Said Premises within a period of three calendar months from the date of receipt of the written

intimation from the Promoter as per Clause 13 above, the Promoter shall be entitled to terminate this agreement by giving a further 15 days' notice and this agreement shall stand terminated upon the expiry of such period of 15 days. Provided that if the ALLOTTEES effects payment of all sums due and interest payable within such period, the Promoter shall give possession of the Said Premises to the ALLOTTEES as provided hereinabove in this clause. If this agreement stands terminated after the aforesaid period of 15 days, the Promoter shall refund all money received by the Promoter from the ALLOTTEES within 30 days of sale/disposal of the Said Premises to a third party.

15. If within a period of five years from the date of handing over the Said Premises to the ALLOTTEES, the ALLOTTEES brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEES shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA-2016. In case the ALLOTTEES of premises in the Said Project carry out any work within the Said Premises, after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Promoter shall not be liable to rectify or pay compensation. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. shall not be construed as defective work.
16. The ALLOTTEES shall use the Said Premises only for such purpose and use as is permitted in law at the relevant time, regard being had to the type premises, i.e. residence, office, show-room, shop, godown etc.. The ALLOTTEES shall use the

garage or parking space only for purpose of keeping or parking vehicle.

17. The ALLOTTEES along with other ALLOTTEES of premises in the Said Project shall join in forming and registering the Said Entity and for this purpose, shall 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 Said Entity and for becoming a member, including the byelaws of the Said Entity and duly fill in, sign and return to the Promoter within seven days of such papers and documents being forwarded by the Promoter to the ALLOTTEES, so as to enable the Promoter to register the Said Entity. No objection shall be taken by the ALLOTTEES 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 authority registering the Said Entity. The Promoter will comply to take steps to form and register the Said Entity only after all ALLOTTEES of all premises in the Said Project have paid all sums due and payable to the Promoter under their respective agreements with the Promoter.

18. Within 15 days after notice in writing is given by the Promoter to the ALLOTTEES that the Said Premises are ready for use and occupancy, the ALLOTTEES shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the Said Property and building's, viz. local taxes, betterment charges or such other levies by the concerned local authority and/or Government, as also water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Property and the Said Project. Until the Said Entity is formed and the maintenance of the Said Project is transferred to the Said Entity, the ALLOTTEES shall pay to the

Promoter such proportionate share of outgoings as may be determined. The ALLOTTEES further agrees that till the ALLOTTEES's share is so determined the ALLOTTEES shall pay to the Promoter provisional monthly contribution of Rs. ____/- (Rupees _____ Only) per month towards the outgoings. The ALLOTTEES undertakes to pay such provisional contribution and such proportionate share of outgoings regularly on the fifth day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by ALLOTTEES shall be regarded as the default on the part of the ALLOTTEES and shall entitle the Promoter to charge interest on the dues at the, rate specified in the Goa RERA Rules (Rule 18 at present), in accordance with the terms and conditions contained herein. However at the time of possession a deposit of Rs ____/- (Rupees _____ Only) to be paid to the PROMOTER for Infrastructure tax, Electricity connection, water connections, society formation, legal expenses and any other government expenditure to be incurred .

19. The ALLOTTEES shall on or before delivery of possession of the Said Premises keep deposited with the Promoter, the following amounts:—

Sr.No	ITEM	%	AMOUNT IN Rs.
1	On Booking & signing	10	
2	On Completion of Plinth	15	
3	On Completion of 2nd Slab	15	
4	On Completion of 4th Slab	15	
5	On Commencement of Masonry	15	
6	On Commencement of Internal Plaster	15	
7	On Commencement of Tiling	10	
8	On Handing Over of	5	

	the said premises any upon intimation of Occupancy Certificate by the PROMOTER.		
	TOTAL	100	

Bank Details:

Account Name	
Account Number	
Bank	
Branch	
IFSC Code	

20. 1 % GST.

21. If the Promoter decides, in his absolute discretion, to convey the Said Property to the Said Entity, then upon written notice being given by the Promoter or by the Said Entity in that behalf, the ALLOTTEES shall pay to the Promoter or the Said Entity, the ALLOTTEES share of stamp duty and registration fees payable on such conveyance or lease or any document or instrument of transfer of the Said Property and the Said Project. Only after receipt of the entire amount of stamp duty and registration fees from all ALLOTTEES of premises in the Said Project, the Promoter shall convey the Said Project and the Said Property in favour of the Said Entity. Alternatively, if the Promoter decides, in his absolute discretion, to convey individual premises in the Said Project to individual ALLOTTEES of premises in the Said Project, then upon written notice being given by the Promoter to the ALLOTTEES in that behalf, the ALLOTTEES shall pay the Promoter the entire value of stamp duty and registration charges payable in respect of the Said Premises and undivided proportionate in the Said Property, whereupon the Promoter shall convey the Said Premises along with an undivided proportionate in the Said Property in favour of the ALLOTTEES.

22. Representations and Warranties of the Promoter: The Promoter hereby represents and warrants to the ALLOTTEES as follows:—

- a) That the Promoter has a clear and marketable title to the Said Property and also has actual, physical and legal possession of the Said Property for the implementation of the Said Project;
- b) That 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;
- c) That there are no encumbrances upon the Said Property or the Said Project;
- d) That there are no litigations pending before any Court of law with respect to the Said Property or Said Project;
- e) That all Project Permissions and Licences are valid and subsisting and have been obtained by following due process of law and that if any other/further permissions and/or licences are required, they shall be duly obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all Project Permissions and Licences;
- f) That the Promoter is entitled 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 ALLOTTEES in the Said Premises may prejudicially be affected;
- g) That 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 Property and/or the Said Project and/or the Said

Premises which will, in any manner, affect the rights of ALLOTTEES under this Agreement;

h) That the Promoter is not restricted in any manner whatsoever from selling the Said Premises to the ALLOTTEES in the manner contemplated in this Agreement;

i) That no notice from the Government or any other local body or authority has been received or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been passed or received or served upon the Promoter in respect of the Said Property and/or the Said Project;

j) That 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, until hand over of the Said Property and the Said Project to the Said Entity.

23. In the event conveyance will be executed as provided in Clause 21 above in favour of the Said Entity, then at the time of execution of such conveyance, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Said Project to the Said Entity. If individual sale deeds are being executed as provided in Clause 21 above, then the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Said Project to the Said Entity within 30 days of formation of the Said Entity.

24. The ALLOTTEES hereby covenants with the Promoter as follows:-

- a) To maintain the Said Premises at the ALLOTTEES own cost in good and tenantable repair and condition from the date the possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said Premises is situated and the Said Premises itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Premises 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 building in which the Said Premises is situated, including entrances of the building, in which the Said Premises is situated and in case any damage is caused to the building in which the Said Premises is situated or the Said Premises on account of negligence or default of the ALLOTTEES in this behalf, the ALLOTTEES shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoter to the ALLOTTEES and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated or the Said Premises 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 ALLOTTEES committing any act in contravention of the above provision, the ALLOTTEES shall be responsible and liable for

the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the Said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes in the Said Premises 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 building in which the Said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said Premises without the prior written permission of the Promoter and/or the Said Entity.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the Said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the said Property and the building in which the Said Premises is situated.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit and any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like

water, electricity, sewerage or any other service connection to the building in which the Said Premises is situated.

- h) To bear and pay increase in local taxes, water charges, insurance and such other lives, 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 Premises by the ALLOTTEES for any purposes other than for purpose for which it is sold.
- i) Not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the ALLOTTEES to the Promoter under this Agreement are fully paid up.
- j) To observe and perform all the rules and regulations which the Said Entity may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and Maintenance of the said building and the premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEES shall also observe and perform all the stipulations and conditions laid down by the Said Entity regarding the occupancy and use of the Said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the ALLOTTEES and offer ALLOTTEES of premises in the Said Project as advance or deposit, sums received on account of the share capital for the

promotion of the Cooperative Society or association or Company or towards the out goings, legal charges, and shall utilize the amounts only for the purposes for which they have been received.

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises or any part thereof. Save and except in respect of the Said Premises and the proportionate undivided share in the Said Property, the ALLOTTEES shall have no other claim. All unsold or un-allotted premises in the Said Project shall continue to remain the property of the Promoter until sold/allotted.

27. The Promoter shall not mortgage or create a charge on the Said Premises 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 ALLOTTEES.

28. Forwarding this agreement to the ALLOTTEES by the Promoter does not create a binding obligation on the part of the Promoter or the ALLOTTEES until, firstly, the ALLOTTEES 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 ALLOTTEES and secondly, appears for registration of the signed agreement before the concerned Sub-Registrar as and when intimated by the Promoter. If the ALLOTTEES fails to comply with his obligations in this cause, then the Promoter shall serve a notice to the ALLOTTEES for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEES, the application of the ALLOTTEES shall be treated as cancelled and all sums deposited by the ALLOTTEES in connection therewith including the booking amount shall be

returned to the ALLOTTEES without any interest or compensation whatsoever.

29. Entire Agreement: This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

30. Right To Amend: This Agreement may only be amended through written consent of both the parties.

31. Provisions of this agreement applicable to ALLOTTEES of premises in the Said Project and on subsequent ALLOTTEES: It is clearly understood and so agreed by and between the Promoter and the ALLOTTEES 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 premises in the Said Project, in case of a transfer, as the said obligations go along with the Said Premises for all intents and purposes.

32. Severability: If any provision of this Agreement shall be determined to be void or unenforceable under RERA-2016 or the Said RERA Rules and/or under the regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

33. Method of calculation of proportionate shall wherever referred to in the agreement: Wherever in this Agreement it is stipulated that the ALLOTTEES has to make any payment, in common with other ALLOTTEES of premises in the Said Project in respect of taxes, outgoings or other expenses, the same shall be in the same proportion that the carpet area of the Said Premises bears to the total carpet area of all the premises in the Said Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective ALLOTTEES of premises in the Said Project.
34. Further assurances: Both the Promoter and the ALLOTTEES 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.
35. Agreement when complete: The execution of this Agreement shall be deemed to be complete only after: (a) it is signed by the ALLOTTEES as well as by the Promoter through its authorized signatory at the Promoter's Office or at some other place which may be mutually agreed between the Promoter and (b) it is registered in the office of the Sub-Registrar concerned.
36. The ALLOTTEES and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease as provided in this agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
37. All notices to be served on the ALLOTTEES and the Promoter as contemplated by this Agreement shall be deemed to have been

duly served if sent to the ALLOTTEES or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:—

<u>Party</u>	<u>Postal Address</u>	<u>Email id</u>
Promoter		
Allottee		

38. If subsequent to the execution of this Agreement, there is any change in address stated in Clause 36 above either of the Promoter or the ALLOTTEES, It shall be the duty of the Promoter or the ALLOTTEES, as the case may be, to immediately inform the other of by Registered Post, failing which all communications and letters posted at the address Clause 36 above shall be deemed to have been Received by the Promoter or the ALLOTTEES, as the case may be.

39. Joint ALLOTTEES of premises in the Said Project: In case there are joint ALLOTTEES of premises in the Said Project, all communications sent by the Promoter to the addresses stated in Clause 36 above shall, for all intents and purposes, be deemed to be properly served on all ALLOTTEES of premises in the Said Project.

40. Stamp Duty And Registration:- The stamp duty and registration fees of this Agreement shall be borne by the ALLOTTEES.

41. Dispute Resolution: Any dispute between parties shall be settled amicably within a period of 30 days from the date the dispute arises and both parties shall cooperate in settling the disputes. In case of failure to settle the dispute amicably for any reason, such dispute shall be referred to the Real Estate Regulation Authority as per the provisions of the Said RERA Rules and Regulations, thereunder.

42. Governing law: 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 competent court in the state of Goa will have the Jurisdiction for the Agreement

SCHEDULE - I
(DESCRIPTION OF THE SAID PLOT)

ALL That Plot of land being Plot N (Presently entire Chalta No. 39), admeasuring an area of 1240.00 sq. mtrs; which is part of property known as “**MACODEALEM**” situated at Ambajim, in the city of Margao, Taluka of Salcete, District of South Goa, State of Goa, Surveyed under Chalta No.39, P.T. sheet No.22 of Margao city and is bounded as under:

On the North : By the property Surveyed under P. T Sheet No. 22 Chalta No. 38

On the South : By 15 mtrs road

On the East : By Property Surveyed under Chalta No. 13/P T Sheet No. 15 Reserved as Road

On the west : By Property Surveyed under P T Sheet No. 22, Chalta No. 38.

SCHEDULE II
(SPECIFICATIONS OF THE SAID PREMISES)

ANNEXURE I
(PAYMENT PLAN)

Sr. No	ITEM	%	AMOUNT IN Rs.
1	On Booking &	10	

	signing		
2	On Completion of Plinth	15	
3	On Completion of 2nd Slab	15	
4	On Completion of 4th Slab	15	
5	On Commencement of Masonry	15	
6	On Commencement of Internal Plaster	15	
7	On Commencement of Tiling	10	
8	On Handing Over of the said premises any upon intimation of Occupancy Certificate by the PROMOTER.	5	
	TOTAL	100	

Bank Details:

Account Name	
Account Number	
Bank	
Branch	
IFSC Code	

ANNEXURE-II

Internal wall and ceiling plaster

Toilet: The Toilet flooring Dado shall be up to 2mtr high

Structure: The building shall be RCC framed structure with 20 cms thick laterite or brick walls externally, and 10 cms. walls internally for partitions.

Plaster: The external wall shall be furnished with 2 coats of 18 mm thick cement plaster, and the internal wall shall be, 12 mm thick plaster, with Birla putty.

Flooring: The flooring of all rooms shall be provided with colored vitrified tiles.

The flooring of the Parking shall be provided vitrified Ceramic tiles

Kitchen: The kitchen platform shall be provided with granite stone on the top surface, a stainless still sink and Dado upto 45 cms high shall be provided with colored ceramic tiles.

Doors: The main door frame size is of 5" X 2.5" thickness Sal wood/ W.PVC and shutter of paneled Teak wood. All internal door frames are of size 4" X 2.5" thick Sal wood /W.PVC or of equivalent type and shutter shall be of Block board. Toilet doors shall be of waterproof type shutter and the shops shall have GI Shutter:

Windows: The windows shall be of aluminum 4 series powder coated sliding type.

Paint: External walls shall be painted with cement paint and internal walls shall be painted with acrylic emulsion paint.

Electricals: The electrical wiring shall be of concealed type and the points are as follows:

Hall: 2 Light Points, 2 Fan Points, 4 Plug Points

Bedroom: 2 Light Points, 1 Fan Point, 1 Plug Point

Kitchen: 2 Light Points, 1 Fan Point, 1 Plug Point and 1 No. 15 Amps Plug Point.

Toilet: 1 Light Points and 1 No. 15 Amps Plug point.

Balcony: 1 no. light point

Plumbing:

All water carrying line shall be of Prince/ Finolex U.P.V.C. Waste water/ soil water down take line shall be of S.W.R. pipes.

Sewage:. The sanitary fittings and plumbing shall be either jaguar/Hind Ware/ E.S.S./ Benelive/ CERA. There shall be common underground water storage sump and over head common P.VC water tanks.

Water Supply: The external chamber works will be with P.V.C. pipes connecting to Govt. water supply from PWD.

Others: C.C Camera, and duly compounded on all Three side, and front side will be M.S Gate, lift facility also for the benefit of all the occupants of the said building in common

Flooring: The flooring of all the shops shall be provided with colored vitrified tiles

The flooring of the Parking shall be provided with Ceramic tiles

Toilet: Each shop shall have its independent toilet.

The building shall be provided with Society office with all the common amenities

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands to this AGREEMENT FOR SALE on the day, month, year, and place first herein above mentioned

