

## **Agreement of Sale**

This Agreement of Sale is made and executed at Margao-Goa, on this \_\_\_\_ day of the month February Two Thousand and Twenty One ( \_\_\_\_/\_\_\_\_/2021)

### **Between**

1. **MR. REUBEN RAMESH KAREKAR**, son of late Ramesh Karekar, aged about 35 years, married, businessman, Indian National, having PAN No.\_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_, Email: [karekarrealestates@gmail.com](mailto:karekarrealestates@gmail.com) Mob. No. 7757020727, and his wife;
2. **MRS. AARTI REUBEN KAREKAR**, daughter of Subhash Bandodkar, aged about 32 years, married, housewife, PAN No.\_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_, Mob. No 7757020727, both Indian National and resident of Gogol, Margao, Goa, 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. **MR.** \_\_\_\_\_ age \_\_\_\_\_-years, son of \_\_\_\_\_, Service, Indian National, holding PAN Card No. \_\_\_\_\_ and Aadhaar card No. \_\_\_\_\_ Residence of House No. \_\_\_\_\_ hereinafter referred to as **"PROSPECTIVE PURCHASER"** (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.**

### **ALL THE PARTIES TO THIS DEED ARE INDIAN NATIONALS.**

**WHEREAS** at Sirvodem, which falls partly within Navelim Village and partly within Margao City of Salcete Taluka, there exists a property known as "SIRVODEM", which is described in Land Registration Office of Salcete under No.8937 at pages 92 overleaf of Book B-23 of New Series, but is not enrolled

in the Land Revenue Office of Salcete, and is surveyed partly under Chalta No.19 of P.T. Sheet No. 278 of Margao City and partly under Survey No. 208/2 of Navelim Village and which is fully described in the SCHEDULE I below;

**AND WHEREAS** the said property originally belonged to Joaquim Piedade Fernandes

**AND WHEREAS** vide Deed of Sale dated 10/9/1902, the said Joaquim Piedade Fernandes sold the said property to Caetano Filipe Joaquim Andrade;

**AND WHEREAS** the said Caetano Filipe Joaquim Andrade expired on 17/11/1918, without ascendants or descendants, having executed a Will dated 19/10/1904 instituting his brothers, namely, Fr. Joaquim Francisco do Rosario Andrade, Mr. Francisco Xavier Espirito Santo Andrade and Mr. Ludovico S. Ana das Dores e Andrade, as his only heirs;

**AND WHEREAS** the said Fr. Joaquim Francisco do Rosario Andrade expired on 23/5/1920, without ascendants or descendants, having executed a Will dated 7/8/1990, instituting his brother, namely, Mr. Ludovico S. Ana das Dores e Andrade, as his only heir;

**AND WHEREAS** the said Mr. Francisco Xavier Espirito Santo Andrade expired on 8/10/1943, without ascendants or descendants, having executed a Will dated 21/11/1932, before the Notary, Julio de Souza, instituting his nephews, the sons of Mr. Ludovico S. Ana das Dores e Andrade, as his only heirs, namely, (a) Joaquim Jose Francisco do Rosario Andrade, (b) Antonio Filipe Santana do Rosario Andrade, (c) Jose Iago do Rosario Andrade and (d) Carlos Coracao de Jesus do Rosario Andrade

**AND WHEREAS** Ludovico S. Ana das Dores e Andrade has expired on 7/2/1961, having been married in first nuptials to Maria de Jesus Adelaide Rosalia Esmenia Libania Margarida Mariana Clara Doroteia Araujo, who expired on 4/10/1931, and in second nuptials to Maria Gaudencia Araujo e Andrade, which second nuptials was with separation of Assets and his four children, as his only heirs, namely, (a) Joaquim Jose Francisco do Rosario

Andrade, (b) Antonio Filipe Santana do Rosario Andrade, (c) Jose Iago do Rosario Andrade and (d) Carlos Coracao de Jesus do Rosario Andrade, as witnessed by a Deed of Succession drawn on 5/6/1964, executed at Margao, before the Notary, Antonio Vicente de Fonseca;

**AND WHEREAS** the said Joaquim Jose Francisco do Rosario Andrade has expired leaving Mrs. Nypha Nazareth Andrade, as his widow and moiety holder and his two children, as his only heirs, namely, (a) Edsel Andrade and (b) Lester Andrade;

**AND WHEREAS** the said property thus came to be exclusively owned and possessed by 1)Antonio filipe Santana Do Rosario Andrade, 2) Mrs. Alice Cunha Andrade, 3)Mrs. Nypha Nazareth Andrade, 4)Fr. Jose Iago Do Rosario Andrade, 5) Mr. Carlos Coracao De Jesus Do Rosario , 6) Mrs. Rita Maria De Loiola Andrade, 7) Mr. Edsel Andrade, 8) Mr. Lester Andrade, 9)Mrs. Thelma Andrade, 10) Mrs. Yvonne Andrade (hereinafter referred to as "the owners");

**AND WHEREAS** by Agreement dated 27/7/1994, the said owners agreed to sell the said property to Ramesh Raghuvir Karekar;

**AND WHEREAS** the said Ramesh Raghuvir Karekar developed the part of the said property which falls within the Municipal Limits of Margao City by subdividing the same into Plots for residential purposes, by virtue of Final Approval for Sub-Division bearing No. SGPDA/P/1479/77/96/97 dated 24/4/1996;

**AND WHEREAS** vide, Deed of Sale dated 4/3/1997, registered in the Office of the Sub- Registrar of Salcete, at Margao, under No.591 at pages 482 to 538, Book No. 1, Volume No.707, dated 18/3/1997, the said owners along with Ramesh Raghuvir Karekar and his wife, Roshan Ramesh Karekar sold subdivided Plot bearing No.1, admeasuring 503 sq. mtrs, fully described in the SCHEDULE II below to Mr. Peter Conceicao Fernandes alias Peter Concesao Fernandes and his wife Mrs. Philomena Fernandes alias Filomena Fernandes.

**AND WHEREAS** said Mr. Peter Conceicao Fernandes alias Peter Concesao Fernandes and his wife Mrs. Philomena Fernandes alias Filomena Fernandes sold the said Plot to the Promoters by virtue of Deed of Sale dated 04/09/2020 duly registered before Sub-Registrar of Salcete under No. MGO-1-2352-2020 dated 11/09/2020, and the Promoters are therefore the absolute and exclusive owners of the said Plot bearing No.1, admeasuring 503 sq.mts., fully described in the SCHEDULE II below, which is confirmed under Chalta No.5 of P.T. Sheet No.296 of Margao City;

**AND WHEREAS** for the purpose of development of the Said Plot by constructing the residential Cum Commercial multi-storeyed building consisting of Ground Plus Two Floors as on date to be disposed off on ownership basis along with corresponding right to land.

**AND WHEREAS** the Development Permission under No. SGPDA/P/6369/DC2039/1092/20-21 issued by South Goa Planning & Development Authority, dated 28/12/2020 to Mr. Reuben R. Karekar, bearing Chalta No.5 of P. T. Sheet 296 situated at Sirvodem, Margao-Goa.

**AND WHEREAS** the said Mr. Reuben R. Karekar, also obtained a Construction Licence under No. A/70/2020-2021 which is issued by Margao Municipal Council, Margao Goa, dated 25/01/2021 for carrying out the proposed construction of residential cum commercial building consisting of Ground Plus 2 Floors as on date in the Plot bearing Chalta No.5 of P. T. Sheet 296 situated at Sirvodem, Margao-Goa.

That the PROSPECTIVE VENDOR/PROMOTER specify as under:

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

5. The Promoter is proposing to construct a housing complex on the Said Property which shall comprise a multi-storeyed building proposed to be named as “**KAREKAR AVENUE 4**” (hereinafter referred to as the Said Project”).

6. While granting the Project permissions and Licences 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 under No. SGPDA/P/6369/DC2039/1092/20-21 issued by South Goa Planning & Development Authority, dated 28/12/2020

B. Construction License under No. A/70/2020-2021 which is issued by Margao Municipal Council, Margao Goa, dated 25/01/2021

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, ground floor, 1<sup>st</sup> and 2<sup>nd</sup> floor as on date.

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 Licences 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. Deepak Halarnker, a duly qualified Architect, having his office at Office No. 0-8, First Floor, Shriram Chambers, Near New Era High School, Margao-Goa 403601

b) Shri. Deepak Halarnker, a duly qualified Structural Engineer, having its office at Office No. 0-8, First Floor, Shriram Chambers, Near New Era High School, Margao-Goa 403601

9. On demand from the ALLOTTEES, the Promoter has given inspection and copies to the ALLOTTEES 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 ALLOTTEES has acknowledged the receipt of the same;

10) The ALLOTTEES has approached the Promoter for purchase of a Flat bearing Flat No./Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_m2 of super built up area corresponding to \_\_\_\_\_ m2 of built up area corresponding to \_\_\_\_\_m2 of carpet area on \_\_\_\_\_ floor situated in the said building being constructed on the said plot in the Said Project which is more precisely described in **SCHEDULE III** 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.

1) That prior to the execution of this agreement, the ALLOTTEES has paid to the PROMOTER a sum of Rs. \_\_\_\_\_ 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 PURCHASER hereby agrees to purchase from the said Premises from the owner/developer for an agreed consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) computed at the rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per sq.mtr. 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 Purchaser 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 Developer 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the Competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments under the payment plan.
4. The developer is entitled to make such variations in the plan and specifications as are required to be carried out by the South Goa Planning and Development Authority or the Municipal Council and as may be necessary by the exigencies of the circumstances from time to time. The Developer is

entitled to build additional Premises by consuming more FAR/FSI if due to change in building regulations, additional premises can be built. The Purchaser shall not be entitled to object or obstruct in any manner in case the Developer decides to change the plans as approved by the concerned development authorities

5. The Developer shall confirm the final carpet area that has been allotted to the Purchaser 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 Developer. 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 Developer. If there is any reduction in the carpet area within the defined limit beyond 4% (four percent) then the Developer shall refund the excess money paid by Purchaser within forty-five days along with annual interest at the rate specified in the Goa Real Estate (Regulation and Development 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 Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan and the Purchaser shall pay such additional consideration. All these monetary adjustments shall be made on rate per square meter basis of super built-up area as per the said RERA rules.
6. The Purchaser hereby authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any other manner.
7. The Developer 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 Purchaser, 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 Developer as well as the Purchaser. Accordingly, the Developer shall abide by the time schedule for completing the Said Project and handing over the Said Premises to the Purchaser and the common areas to such legal entity such as Co-operative Society or Association or a Limited Company as the Developer may, in his sole discretion decide, that shall be formed of all purchasers 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 purchasers of premises in the Said Project paying all the consideration and other sums due and payable to the Developer as per this agreement and similar agreement with other proposed purchasers of premises in the Said Project. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement.
9. The DEVELOPER hereby declares that the Floor Area Ratio available as on date in respect of the project land is 100% (S1 Zone) and the PROSPECTIVE VENDOR /DEVELOPER has planned to utilize Floor area ratio 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 Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROSPECTIVE VENDOR has disclosed the Floor Space Index of 1 as proposed to be utilized on the project land in the said Project and the PURCHASER/ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the developer by utilizing the proposed FSI and on the understanding that in the future, if the developer avails additional FAR/FSI then the developer may construct additional premises in the property to

better utilize the additional FAR/FSI and that the declared as well as additional FSI shall belong to DEVELOPER only.

10. If the Developer fails to abide by the time schedule for completing the Said Project and handing over the Said Premises to the Purchaser, the Developer shall pay such of the purchasers 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 Purchaser, for every month of delay, till the handing over of the possession. The Purchaser shall pay to the Developer, 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 Purchaser to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer.
11. Without prejudice to the right of Developer to charge interest in terms of Clause 10 above,/ on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Developer, at its option, may terminate this Agreement: Provided that, Developer shall give notice of fifteen days in writing to the Purchaser, by Registered Post A/D at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to treat this Agreement as terminated. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser (subject to deduction of 15% of the sums paid till such termination as and by way of liquidated damages) within a period of sixty days of the termination, the instalments of sale consideration of the Said Premises which may have been paid by the Purchaser to the Developer till the date of the aforesaid notice and

the Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded.

12. The Developer shall give possession of the Said Premises to the Purchaser within 36 calendar months of execution on this agreement. If the Developer fails or neglects to give possession of the Said Premises to the Purchaser on account of reasons beyond the Developer's control by the aforesaid date, then the Developer shall be liable to refund to the Purchaser, within 60 days of the Purchaser's demand in that behalf, the amounts already received by the Developer 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 Developer received the sum till the date the amounts and interest thereon is repaid. Provided that the Developer 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 (iii) Delay in payments and non payment of instalments as detailed in payment plan of this Agreement. (iv) Delay on the part of the Government/ Statutory Authority in releasing Sewerage Connection, water and electricity supply in case the said premises is otherwise complete in all respect and proper application/s are made to the Government/statutory authorities. (v) delay due to Alterations required in the Said Apartment by the Purchaser

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

maintenance charges as determined by the Developer or association of purchasers of premises in the Said Project, as the case may be.

14. Failure of Purchaser to take Possession of the Said Premises upon receiving a written intimation from the Developer as per Clause 13 above, the Purchaser shall take possession of the Said Premises from the Developer by paying all sums due and payable by the Purchaser as per this agreement and executing necessary indemnities, undertakings and such other documentation as specified in this Agreement. In case the Purchaser fails to take possession within the time provided in Clause 13, such Purchaser 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 Purchaser 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 Developer as per Clause 13 above, the Developer 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 Purchaser effects payment of all sums due and interest payable within such period, the Developer shall give possession of the Said Premises to the Purchaser as provided hereinabove in this clause. If this agreement stands terminated after the aforesaid period of 15 days, the Developer shall refund all monies received by the Developer from the Purchaser within 30 days of sale/disposal of the Said Premises to a third party (subject to deduction of 15% of the sums paid till such termination as and by way of liquidated damages)

15. If within a period of five years from the date of handing over the Said Premises to the Purchaser, the Purchaser brings to the notice of the Developer 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 Developer at his own cost and in case it is not possible to rectify such

defects, then the Purchaser shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under RERA-2016. In case the purchasers 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 Developer shall not be liable to rectify or pay compensation. Cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. shall not be construed as defective work.

16. The Purchaser shall use the Said Premises only for such purpose and use as is permitted in law at the relevant time, with regard to the type of premises, i.e. residence, office, show-room, shop, godown etc.. The Purchaser shall use the garage or parking space only for purpose of keeping or parking vehicle.

17. The Purchaser along with other purchasers 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 Developer within seven days of such papers and documents being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Said Entity. No objection shall be taken by the Purchaser 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 Developer will commence to take steps to form and register the Said Entity only after all purchasers of all premises in the Said Project have paid all sums due and payable to the Developer under their respective agreements with the Developer.

18. Within 15 days after notice in writing is given by the Developer to the Purchaser that the Said Premises are ready for use and occupancy, the Purchaser 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, lift maintenance charges, landscape charges, 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 Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developer such proportionate share of outgoings as may be determined. provisional contribution of Rs. \_\_\_\_towards the outgoings/Maintenance. The Purchaser undertakes to pay such provisional contribution and such proportionate share of outgoings as an upfront provisional contribution for \_\_ years of maintenance towards outgoings.

However, the Purchaser shall before executing the agreement for sale and before executing deed of sale ensure that the below mentioned payments are made in timely manner:

**Additional Payments before executing Agreement for sale :**

Stamp Duty (2.9% of agreement value)	Rs. ____/-
Legal Charges for Drafting , Printing and registering the Agreement of Sale	Rs. ____/-
Infrastructure tax	Rs. ____/-
Any other taxes/outgoings as may be applicable from time to time.	Rs. ____/-

Note: The above charges may vary subject to Government regulations from time to time.

**Additional Payments before executing Deed of Sale :**

Stamp Duty (0.1% or 0.6% of Deed value)	Rs. ____/-
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Registration fees (2% or 2.5% of Deed value)	Rs._____-/-
Legal Charges for Drafting, Printing and registering the Deed of Sale	Rs. _____-/-
provisional contribution towards the outgoings/Maintenance including GST	Rs._____-/-
Society formation and Membership Fees	Rs._____-/-
Electricity connection charges	Rs._____-/-
Charges towards House Tax	Rs._____-/-
Water Connection charges and other utility charges	Rs._____-/-
Any other taxes/outgoings as may be applicable from time to time.	Rs._____-/-

Note: The above charges may vary subject to Government regulations from time to time.

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

Sr.No	ITEM	%	AMOUNT IN Rs.
1	On Booking	10%	Rs. _____-/-
2	On Completion of Plinth	15%	Rs. _____-/-
3	On Completion of 1 <sup>st</sup> Slab	15%	Rs. _____-/-
	On Completion of 2 <sup>nd</sup> Slab	15%	Rs. _____-/-
4	On Completion of 3 <sup>rd</sup> Slab	15%	Rs. _____-/-
5	On Commencement of Masonry	10%	Rs. _____-/-
6	On Commencement of Internal Plaster	10%	Rs. _____-/-
7	On Commencement of Tiling	5%	Rs. _____-/-
8	On Handing Over of the said premises any upon intimation	5%	Rs. _____-/-

	of Occupancy Certificate by the PROMOTER.		
	TOTAL	100%	Rs._____-/-

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 share in the Said Property, whereupon the Promoter shall convey the Said Premises along with an undivided proportionate share 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 byelaws 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, Pardis 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 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 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 for 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 share 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:—

<b><u>Party</u></b>	<b><u>Postal Address</u></b>	<b><u>Email id</u></b>
PROMOTER	Shop 39, Block C , Felicinta complex, Gogol, Margao, Goa  403601	karekarrealestates@gmail.com

ALLOTTEES		
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38. If subsequent to the execution of this Agreement, there is any change in address stated in Clause 37 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 37 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 or, In the event of any dispute between the parties the resolution of such a dispute shall be first referred to mediation to Confederation of Real Estate Developers Association of India (CREDAI) and the grievances shall be referred to the Consumer Redressal Forum formed by CREDAI or If the parties are unable to arrive at an amicable settlement in the mediation, the any party may have the matter referred to arbitrator/s under



the Arbitration and Consultation Act 1996. The place of arbitration shall be Margao-Goa.

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 – HEREIN**

##### **(Description of the Property)**

All that the immovable property known as “**SIRVODEM**” situated at Sirvodem, Navelim, Sub-district, Taluka of Salcete, District of South Goa, State of Goa, included in the survey records under Chalta No.19, P.T. sheet No.278 of Margao city and survey No.208/2 of Navelim Village, this property bears No.8937 at pages 92 overleaf of Book B 23 of new series of Salcete and is not registered in the Matriz and Bounded as follows:

On the East: by the property of Antonio Inacio Rodrigues

On the West: by the property of heirs of Custodio Minguel Fernandes

On the North & South: by the property of Agostinho Barreto

#### **SCHEDULE – II – HEREIN**

##### **(Description of the said plot No. 1)**

All that the immoveable property being a plot of land bearing Plot No.1, admeasuring an area of 503.00 sq. mtrs; situated in the said property described above Schedule-I, & Presently surveyed under Chalta No. 5 of P. T. Sheet No. 296, and bounded as under:

On the North : Plot No. 2

On the South : 10mts. wide Municipal road

On the East : 8mtrs wide road

On the west : P. T. Sheet No. 296 Chalta No. 3

**SCHEDULE III**  
**(SPECIFICATIONS OF THE SAID PREMISES)**

ALL THAT the Flat No. \_\_\_\_, having a super built-up area \_\_\_\_ sq. mtrs. and Carpet area of \_\_\_\_ sq. mtrs, situated on the \_\_\_\_ Floor of the building “**KAREKAR AVENUE 4**” and Parking Slot No. \_\_\_\_, situated at Sirvodem, Margao Goa and is bounded as under:-

On the North :

On the South :

On the East :

On the west :

**ANNEXURE I**  
**(PAYMENT PLAN)**

**The PURCHASER shall make payment to the DEVELOPER as per the SCHEDULE given below:**

Sr.No	ITEM	%	AMOUNT IN Rs.	GST
1	On Booking	10%	Rs. ____/-	Rs. ____/-
2	On Completion of Plinth	15%	Rs. ____/-	Rs. ____/-
3	On Completion of 1 <sup>st</sup> Slab	15%	Rs. ____/-	Rs. ____/-
	On Completion of 2 <sup>nd</sup> Slab	15%	Rs. ____/-	Rs. ____/-
4	On Completion of 3 <sup>rd</sup> Slab	15%	Rs. ____/-	Rs. ____/-
5	On Commencement of Masonry	10%	Rs. ____/-	Rs. ____/-
6	On Commencement of Internal Plaster	10%	Rs. ____/-	Rs. ____/-
7	On Commencement of Tiling	5%	Rs. ____/-	Rs. ____/-
8	On Handing Over of the said premises any upon intimation of Occupancy Certificate by the PROMOTER.	5%	Rs. ____/-	Rs. ____/-

	<b>TOTAL</b>	<b>100</b> <b>%</b>	Rs. _____/-	Rs. ____/-
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Developers Bank Details

Account Name	
Account Number	
Bank	
Branch	
IFSC Code	

**ANNEXURE II**

1. **STRUCTURE**: The Building consists of a Reinforced Cement Concrete framed structure. The masonry in superstructure is 20 cm thick laterite masonry/cement block masonry in cement mortar. All partition walls are of brick burnt/ fly ash bricks masonry in cement mortar.
2. **PLASTER**: The Internal plaster is in one coat of cement mortar. The external plaster in general is in two coats of cement mortar.
3. **FLOOR FINISH**: Flooring will be in vitrified/ceramic tiles. The flooring of the toilet is finished with ceramic tiles in floor. Dado in toilet is provided up to full height with ceramic/glazed tiles.
4. **WINDOWS**: The Windows in general are of powder coated aluminium sliding type with aluminium powder coated frame. The toilet ventilators are in aluminium frame and glass louvered type with aluminium powder coated frame
5. **DOORS**: All doors are flush doors with sal wood frame. Toilet and bathroom door' shutter are of PVC with frame of PVC/natural stone/RCC.
6. **PAINTING**: Internal walls and ceiling are painted with 2 coats of emulsion paint or equivalent. External walls are painted with 2 coats of external quality paint.

7. **KITCHEN**: Cooking Platform will have black granite platform and with a stainless steel sink. The dado above platform and sink is provided with glazed tile.
8. **BATHROOM/WC/WASH BASIN**: European style W.C with tap, wall mixer/diverter, shower, flush valve, health faucet, spout and Wash basin provision
9. **PLUMBING ANDSEWERAGE**: Water line will be of GI/PVC and for waste line 3 inch and 4 inch PVC pipe will be used. All sewage water is connected to the septic tank/sewerage line as per the requirements of the Local Authority.
10. **ELECTRICALINSTALLATION**: All wiring is in copper wire concealed in walls and slabs. Switches used are of branded companies.

**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

Signed and delivered by the within named

**PROMOTER**

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**Mr. REUBEN RAMESH KAREKAR**

Left Hand Fingers Impression of **Mr. REUBEN RAMESH KAREKAR**

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Right Hand Fingers Impression of **Mr. REUBEN RAMESH KAREKAR**

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**MRS. AARTI REUBEN KAREKAR**

Left Hand Fingers Impression of **MRS. AARTI REUBEN KAREKAR**

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Right Hand Fingers Impression of **MRS. AARTI REUBEN KAREKAR**

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Signed and delivered by the within named  
**ALLOTTEES**

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Left Hand Fingers Impression of

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Right Hand Fingers Impression of

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WITNESSES :

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

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

Name:

Name:

Add:

Add: