

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made and executed at Salcete Taluka and Sub-District of Salcete, District of South Goa, State of Goa, on this **15th** day of **May**, of the Year **Two Thousand and Twenty (15/05/2020)**.

BY and **BETWEEN:**

M/S. KAYJI REAL ESTATE PRIVATE LIMITED (CIN No. U70109GA1976PTC000269), a Private Limited Company, incorporated under the provision of Indian Companies Act 1956, having its Registered office at Anand Bhavan, Old Station Road, Margao, Salcete Goa, holding a PAN **AAACK8048H** and duly represented herein by its Authorized Signatories, **(1) SHRI. CHANDRAKUMAR R. HUILGOL**, son of Ramarao Huilgol, aged 70 years, married, resident of Sinquetim, Navelim, Salcete, Goa, **(2) SHRI. SHRIDHAR P. HEGDE**, son of Late Parameshwar Hegde, aged 57 years, married, resident of Borda, Margao, Salcete - Goa, both commercial employees, empowered to sign this agreement by virtue of resolution executed by the Company dated, a certified copy thereof is annexed hereto hereinafter called the **PROMOTER/VENDOR CUM DEVELOPER** (which expression shall include unless repugnant to the context or meaning thereof, all its successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**.

AND

1), son of, aged years, married,, holding PAN, holding Aadhar No. and **2)**,, son of, aged years, married,, holding PAN, holding Aadhar No. both residents of, Goa -; hereinafter called the **PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S** (which expression shall include unless repugnant to the



context or meaning thereof, all their successors, legal representatives, administrators, executors and assigns) of the **SECOND PART**.

All parties hereto are Indian Nationals.

WHEREAS there exist a landed property known as "Joao Silvaem", which property is situated at Aquem of the Village of Navelim, presently within the limits of Village Panchayat at Aquem- Baixo, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and described in the Land Registration Office, Margao, under No. 33944 of New Series, enrolled in the Revenue Office under No. 299 and surveyed as a separate unit in the records of City Survey, Margao under chalta no. 7 to 11 of P.T.Sheet no. 290 and bounded as under

On the East – by the property of Hipolito Camilo Diniz, Elbino D'souza as also by the heirs of Gregorio Mergulhao;

On the West – by Roque Santan Costa and the said Mergulho;

On the North – by the said Hipolito Diniz and the said property of Mergulhao; and

On the South – By Constancio Diniz and Hipolito Diniz,

The above described property is herein after referred to as the "SAID PROPERTY" and more particularly described in **SCHEDULE A** herein below

AND WHEREAS by Deed dated 28.03.1949 Mr. Joaquim Caetano Monteiro, widower, purchased the said property known as Joao Silvaem described above.

AND WHEREAS by the Deed referred above, the central property of said Joaquim Caetano Monteiro was partitioned, whereby the half of the property is allotted to said Joaquim Caetano Monteiro being his share in the property and the other half was allotted to his son Shri. Ernesto Paulo Pantaleao Monteiro and his wife being their maternal share. By the said Deed, said Joaquim Caetan Monteiro gifted to Maria Esparanca Antao, wife of Ernesto P.P. Monteiro the said half of the property allotted

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to him. By the said Deed Ernesto P.P. Monteiro gifted his share of the property to his wife Maria Esperanca Antao. Thus the said Maria Esperanca Antao became the owner of the central part of the property.

AND WHEREAS the said Ernesto P.P. Monteiro expired leaving behind his wife, Maria Esperanca Antao E Monteiro Alias Maria Esperanca Monteiro and their two daughters namely Sister Evelyn Monteiro and Miss Eleanor Monteiro, they are therefore the absolute owners in possession and have a clear marketable title over the said part of the property 'Joao Silvalem'.

AND WHEREAS by Agreement dated 18.05.1993 said Maria Esperanca Antao E Monteiro Alias Maria Esperanca Monteiro, Sister Evelyn Monteiro and Miss Eleanor Monteiro entered an agreement with M/s. Bharat Constructions wherein said Maria Esperanca Antao E Monteiro Alias Maria Esperanca Monteiro, Sister Evelyn Monteiro and Miss Eleanor Monteiro had covenant with the said Bharat Constructions to sell to them a part of property Joao Silvalem surveyed in the city survey, Margao, under chalta no. 7 to 11 of P.T. Sheet No. 290, owned and possessed by them. In pursuance of the said agreement, M/s. Bharat Constructions the Developers therein, agreed to develop the said part of the property into plots and sell the same to the persons of their choice.

AND WHEREAS the land owners Maria Esperanca Antao E Monteiro Alias Maria Esperanca Monteiro, Sister Evelyn Monteiro and Miss Eleanor Monteiro and M/s. Bharat Constructions entered in to an agreement with M/s. Kayji Real Estate Pvt. Ltd. wherein the said land owners and M/s. Bharat Constructions, agreed to develop the said property into plots namely plot no. 1, 2 and 3 and sell the same to the prospective purchasers.

AND WHEREAS vide Deed of Sale dated 30.09.1997, duly registered in the office of Sub-Registrar of Salcete, at Margao-Goa, under registration no. 2373, at pages 357 to 407, Book No. I, volume No. 786, dated 14.11.1997, the PROMOTER/VENDOR CUM DEVELOPER purchased from aforesaid land owners Maria Esperanca Antao E Monteiro Alias Maria Esperanca Monteiro, Sister Evelyn Monteiro and Miss Eleanor

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Monteiro and M/s. Bharat Constructions Plot No. 1 admeasuring an area of 890 sq. mts.

The PROMOTER/VENDOR CUM DEVELOPER became the exclusive owners of the said plot No. 1 admeasuring an area of 890 sq. mts, which is hereinafter referred to as 'SAID PLOT' and more particularly described in **SCHEDULE B** herein below.

AND WHEREAS the SAID PLOT falls under the jurisdiction of Margao Municipal Council for all developmental approvals and purposes.

AND WHEREAS the PROMOTER/VENDOR CUM DEVELOPER developed the 'SAID PLOT', by constructing thereon six storey building consisting of total 20 numbers of residential flats and stilt parking on the ground floor under the project name "**KAYJI GRANDEUR**" and for which purpose they have obtained following permissions and approvals in respect of the said development:

1. Development permission under Order No. SGPDA/P/5413/DC-468/5613//13-14 dated 17.02.2014.
2. Development permission under Order No. SGPDA/P/5413/5612/13-14 dated 17.02.2014.
3. Development permission under Order No. SGPDA/P/5413/5764/13-14 dated 10.03.2014 extended on 19.09.2017.
4. Development permission under Order No. SGPDA/P/5413/862/17-18 dated 19.09.2017.
5. Development permission under Order No. SGPDA/P/5413/314/19-20 dated 16.05.2019.
6. Construction License under License No. A/44/14-15 dated 17.11.2014, renewed on 06.12.2019.
7. Completion Order under No. SGPDA/P/5413/336/19-20 dated 17.05.2019.
8. Conversion sanad bearing No. SDO/SAL/ CONV/ 354/93 dated 22-09-1995.

the PROMOTER/VENDOR CUM DEVELOPER after obtaining all the aforesaid necessary permissions and approvals from the various civic

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authorities, constructed said building and the same has been certified to be fit for occupation by the Margao Municipal Council vide its Occupancy Certificate No. 3(OC)1/19-20/TECH/56 dated 06.12.2019.

The project "**KAYJI GRANDEUR**" constructed in the 'SAID PLOT' of the SAID PROPERTY is hereinafter referred to as "SAID PROJECT".

The project "**KAYJI GRANDEUR**" is registered as per the provisions of RERA with the Real Estate Regulatory Authority, Goa under No.

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AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S approached the PROMOTER/VENDOR CUM DEVELOPER expressing his/her/their intention of purchasing a premises in the SAID PROJECT and demanded documents from the PROMOTER/VENDOR CUM DEVELOPER and the PROMOTER/VENDOR CUM DEVELOPER has given inspection and copies to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of:

1. all the documents of title relating to the 'SAID PLOT' of the Said entire Property and the plans, designs and specifications prepared by the PROMOTER/VENDOR CUM DEVELOPER Architects, all approvals, permissions, approved plan;
2. the copies of Certificate of Title issued by the attorney at law or advocate of the PROMOTER/VENDOR CUM DEVELOPER, to the 'SAID PLOT' on which the Said Project is to be constructed;
3. the copies of the plans of the Layout as approved by the concerned Authority.
4. the terms and conditions of construction and sale of the premises, those of payment of consideration, maintenance and also terms, conditions, obligations and restrictions at the Said Project; without making any other representation other than what has been represented in this agreement, making it absolutely clear that the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S may

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prefer to buy/acquire the premises in the SAID PROJECT only if he/she/they is/are satisfied and agreeable with the title of the PROMOTER/VENDOR CUM DEVELOPER, his development rights and other terms and conditions of construction, sale, maintenance etc. furnished to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

AND WHEREAS the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S being satisfied, having verified through his/her/their lawyer, that the title of the 'SAID PLOT' is clean and clear and being satisfied and comfortable with the approved plans, permissions and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S of his/her/their own will and accord, and after being satisfied that the construction has been done as approved and after physically inspecting the Flat has expressed unto the PROMOTER/LAND OWNER CUM DEVELOPER his/her/their willingness to purchase a premises in the SAID PROJECT and has requested unto the PROMOTER/LAND OWNER CUM DEVELOPER to sell unto them the Flat No. _____, admeasuring _____ Sq. meters of super built up area corresponding to _____ Sq. meters of carpet area, located on the _____ Floor of the SAID PROJECT with further request to assign right to car parking slot bearing no. with further request that they made part payment at the time of execution of this agreement and that they need thirty days time to make the payment of the balance consideration and other payment.

AND WHEREAS at the request of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROMOTER/LAND OWNER CUM DEVELOPER has agreed to sell to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, Flat No. _____, admeasuring _____ Sq. meters of super built up area corresponding to _____ Sq. meters of carpet area, located on the _____ Floor of the SAID PROJECT for a total consideration of Rs. _____/- (Rupees _____ Only), being the cost of

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construction of the premises and undivided proportionate share in the land corresponding to the premises along with right to car parking slot bearing no., excluding other charges mentioned later in this agreement on the terms and condition hereinafter appearing;

This Flat No. _____ is more particularly described in the **SCHEDULE C** hereunder written and identified and marked in red color in the printed plan annexed hereto and marked as Annexure A. The car parking slot bearing no. identified and marked in red color in the printed plan annexed hereto and marked as Annexure B are hereinafter referred to as "SAID PREMISES".

The carpet area, Built up Area and Super Built up Area of flat as per conventional practice followed by the PROMOTER/LAND OWNER CUM DEVELOPER is as specified in **SCHEDULE D** hereunder.

AND WHEREAS the PROMOTER/VENDOR CUM DEVELOPER has made the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S aware that all the occupants (owners) of the proposed Flats and other constructed premises, are likely to form a Maintenance Society or a Limited Company or other Legal Entity (any of which is hereinafter referred to as the 'said society') and hence it will be imperative on the part of the Purchasers to be the member of the said Maintenance Society and/or legal entity and bear the necessary expenses for the formation of the Society/legal entity and upon the Purchaser of the SAID PREMISES affecting full payment of the amount due by them to the PROMOTER/VENDOR CUM DEVELOPER.

AND WHEREAS the parties have decided to reduce the above understanding into writing on the following terms and conditions.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER :-

1. That in pursuance to the said understanding and in consideration of Rs./- (Rupees)

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Only), and subject to payment and receipt of balance consideration, the PROMOTER/VENDOR CUM DEVELOPER, hereby covenant and agree to convey, transfer and assign unto the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the right, title and interest in the SAID PREMISES described in SCHEDULE 'C', along with corresponding right to the undivided proportionate share in the Said Property described in SCHEDULE 'A and B', subject to such terms, conditions, limitations and obligation as mutually agreed between the parties hereto and reduced in to writing in this agreement.

2. That out of the said consideration of Rs./- (Rupees Only), the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S has paid a sum of Rs./- (Rupees Only) in the following manner:

a) Advance paid Rs./- (Rupees only) by Cheque bearing No..... drawn on Bank branch dated

b) An amount of Rs./- (Rupees only) paid vide cheque bearing no. drawn on Bank branch dated

3. The balance consideration of Rs./- (Rupees Only) shall be paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S within 30 days from the date of execution of this Agreement (inclusive of festive and other public holidays).

In case the balance consideration is not paid within the stipulated period, a grace period of 5 days shall stand granted. In case the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S fail to pay the agreed balance consideration with

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the extended time, the present agreement shall stand automatically terminated at once without any requirement of addressing any notice. The PROMOTER/VENDOR CUM DEVELOPER shall then be at liberty to sell the SAID PREMISES to any person of its choice and no consent of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be required to be obtained nor shall the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S be required to be joined in any such transaction with third party. However, if called upon by the PROMOTER/VENDOR CUM DEVELOPER; the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S at his/her/their own cost and expense shall sign and execute and make himself/herself/themselves available for registration of any cancellation instrument or as consenting party to any sale instrument with such third party, irrespective of the pendency of the refund of the refundable consideration paid by him/her/them to the PROMOTER/VENDOR CUM DEVELOPER. In case of such termination, 30% of the sale consideration paid by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S unto the PROMOTER/VENDOR CUM DEVELOPER till such date of termination shall stand forfeited and the balance 70% shall be refunded by the PROMOTER/VENDOR CUM DEVELOPER, only upon successful and conclusive sale of the SAID PREMISES to third party. In case of such automatic termination, the rights of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be limited to claim the refund of the refundable consideration and they shall have no claim or right over the SAID PREMISES. The PROMOTER/VENDOR CUM DEVELOPER shall not be responsible for refund of stamp duty, processing fees, registration fees, other taxes, fees, expenses, etc.

4. The possession of the SAID PREMISES shall be delivered at the time of the Sale Deed. The Sale Deed shall be executed only upon actual receipt of payment of balance consideration and all other

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outgoings as mentioned in this agreement particularly payment of the monies mentioned in clause 3 and 6 of these presents.

5. Where either of the parties to this agreement fails to perform their respective obligations arising from this agreement, then the other shall be entitled for specific performance of this agreement and all the cost and expense etc. incurred in getting this Agreement specifically performed shall be borne by the defaulting party.

6. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall pay, unto the PROMOTER/VENDOR CUM DEVELOPER, as and when demanded or before execution of Sale deed, whichever is earlier:

a) a sum of Rs./- (Rupees Only) towards formation of the Society;

b) a sum of Rs./- (Rupees Only) as and by way of maintenance charges, which shall be utilized by the PROMOTER/VENDOR CUM DEVELOPER for maintenance of the Building, common lights, common staircase, common compound and open spaces, salaries of watchman, sweepers and miscellaneous charges, for five year/s from the date of occupancy certificate. If however, such ENTITY is not formed within five years, the PROSPECTIVE PURCHASER shall contribute such additional amount towards maintenance for next year/s as may be demanded by the PROMOTER/VENDOR CUM DEVELOPER. The formation of the Society shall be at the sole responsibility of various occupiers of the said complex. Any monies remaining unspent at the end of the maintenance contract or taking over of the maintenance by society, shall not be refunded or transferred to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S or the society and shall be considered as administrative charges of the PROMOTER/VENDOR CUM DEVELOPER. The contract of maintenance is free of any

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service charges and thus the maintenance is carried out by the PROMOTER/VENDOR CUM DEVELOPER out of good gesture and PROMOTER/VENDOR CUM DEVELOPER shall not be liable for any deficiency in maintenance, as may be alleged.

c) a sum of Rs./- (Rupees
..... Only)
towards legal charges and other miscellaneous charges.

d) a sum of Rs./- (Rupees
..... Only)
towards meter cost, deposit, Electricity and water connection charges, Infrastructure Tax and House Tax (this amount is approximate amount and the same may get increased depending on the actual cost of the work or the rate of tax at the relevant time and the PROSPECTIVE PURCHASER shall pay the said amount along with the increased amount if any).

7. The deposit paid as referred to at para 6(b) shall be used by the PROMOTER/VENDOR CUM DEVELOPER towards the maintenance of the said building for five years. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not demand the accounts of the same.

8. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby expressly agree that in the event of any amount by way of premium or security deposit, Goods and Service Tax, or any other taxes becoming due and payable to Municipality/Panchayat or any other Government Authority for betterment charges, development tax, infrastructure tax, or payments similar or incidental thereto or costs such as transformer cost, line minimum charges, charges for laying of water and Electricity connection becoming payable by the PROMOTER/VENDOR CUM DEVELOPER, the same shall be reimbursed by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S to the PROMOTER/VENDOR CUM DEVELOPER in proportionate to the area of the SAID PREMISES agreed to be

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purchased by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, immediately upon demand. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the same and shall be accepted by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S without any dispute.

9. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall join the Co-operative Housing Maintenance Society or any other entity formed by the purchasers of the various premises and shall contribute and pay the common maintenance charges, electricity, water charges, sweeper charges, watchman charges etc. proportionate to the SAID PREMISES.
10. The Open Spaces, Terrace shall belong to the ownership of the PROMOTER/VENDOR CUM DEVELOPER and the PROMOTER/VENDOR CUM DEVELOPER shall be at liberty to deal with the same as per their discretion and or to sell/lease etc. the same to third party and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not object or interfere in such transaction.
11. Any taxes, charges, or outgoing levied by the Municipality/Panchayat or any other competent authority and electricity and water charges, exclusively pertaining to the said premises shall be borne by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S from the date of the delivery of possession of the SAID PREMISES.
The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also bear proportionate share in the insurance premium if any, house tax paid at the time of obtaining the occupancy/payable to the government in respect of the said Building.
12. It is hereby agreed between the parties hereto as under:-

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- a) On taking delivery of the premises the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S under no circumstances, shall carry out any structural alterations in or to the SAID PREMISES, without the written consent of the PROMOTER/VENDOR CUM DEVELOPER and express permission from the competent statutory authorities.
- b) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S under no circumstances shall block the open spaces viz. the passages, open spaces and the staircase in the said building. Likewise the internal excess roads in the said building scheme shall always be kept open and unobstructed. No encroachments shall be done in the passage floor by keeping dustbins, shoe racks, plants or other fixtures and fittings.
13. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall use the SAID PREMISES for residential purpose only. Change in user shall be subject to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S obtaining at their own cost and expense, the requisite permissions from the authorities concerned.
14. The said undivided share of land in the said property agreed to be conveyed is related to and incidental to and proportionate to the built up area of the SAID PREMISES and this being the case, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not claim any right of pre-emption in respect of his/her/their undivided right or share in the said plot or seek to partition the same and the PROMOTER/VENDOR CUM DEVELOPER shall be free to convey the remaining undivided portion of the said property in the name/s of the remaining premises holders as per their respective shares and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby give his/her/their express consent and shall not raise any claims in that respect thereto.

 

It is hereby specifically clarified that this agreement does not create any right unto the Purchaser/s in any area within or on the top of the said building outside the area of the SAID PREMISES or any area of the said plot not consumed in the plinth of the said building. Such area shall include the area reserved for parking spaces, terrace/s, spaces below staircases etc. the right whereto shall be exclusively of the PROMOTER/VENDOR CUM DEVELOPER, who shall be free to sell, lease, allot or otherwise dispose of the same, with or without consideration, to any person of their choice for any use and or may transfer the possession or management thereof to the proposed society or body. Such area or spaces may even be transferred by the PROMOTER/VENDOR CUM DEVELOPER to any of the person/s acquiring any other premises in the said building, as an essential and integral part of such premises acquired by such person/s or otherwise.

15. If any time after this agreement or after sale deed, in the said building scheme the floor area ratio presently applicable to the said plot is increased, such increase shall be for the benefit of the PROMOTER/VENDOR CUM DEVELOPER, without any rebate to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S with right to the PROMOTER/VENDOR CUM DEVELOPER to use the additional permissible FAR by constructing additional floor/construction or transfer of developmental right as the case may be and the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall have no objection to such additional construction and hereby communicates his/her/their no objection for such additional construction or transfer of developmental right in the said plot or can have the said additional or any unused FAR of the said plot to any other property owned or developed by the PROMOTER/VENDOR CUM DEVELOPER which might become possible due to increase in the FAR of the Said Plot and consequently for sale of such additional premises to third party along with proportionate undivided share in the land appurtenant thereto. It is clearly understood herein that what is agreed to be

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sold by this agreement is the SAID PREMISES and its undivided proportionate share in the land appurtenant thereto and not the FAR/FSI of the said undivided proportionate share in the land.

That the PROMOTER/VENDOR CUM DEVELOPER reserves their right to erect any additional construction on the available open space and in the event the F.S.I. in relation to the said piece of land is increased at any future date including the date after the formation of the Entity and irrespective of whether the PROMOTER/VENDOR CUM DEVELOPER are the members of the said Entity or not whether the PROMOTER/VENDOR CUM DEVELOPER remains as the members of the Entity, and in such event the Purchaser/s shall not prevent or obstruct the PROMOTER/VENDOR CUM DEVELOPER in so utilizing and dealing with such additional F.S.I. and in such event the new prospective Purchaser of such additional Work-flat/Apartments shall also have the rights to ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. The new Prospective Purchaser shall also be entitled to claim the membership of the said/Entity. It is specifically agreed that no right for the terrace or the open space in around the building is transferred to the Purchaser singularly or to all the Purchaser jointly or to the Co-operative Society/ Entity that may be formed and that the Purchaser also further agree that he/she/they will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building, and that the space or on the top/terrace of the said building, and that the PROMOTER/VENDOR CUM DEVELOPER are free and entitled to sell the terrace or rights thereof to any person of their choice and /or retain the terrace for themselves or their use.

16. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agree/s and admit/s that he/she/they has/have inspected the SAID PREMISES and are satisfied that the SAID PREMISES has been constructed in accordance with the plans and permissions granted/approved by the concerned

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authorities and the same is free from all patent and latent defect as also is satisfied with the quality of the work and construction. Thus, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall have no claim against the PROMOTER/VENDOR CUM DEVELOPER for any patent or latent defect in the construction, workmanship etc of the SAID PREMISES.

17. The Sale Deed shall be drafted by the advocate for the PROMOTER/VENDOR CUM DEVELOPER, at the cost and expense of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, which shall include but not limited to stamp duty, registration fees, process fees, legal fees, other miscellaneous expenses.
18. All payment shall be made by DD/Cheque payable at Margao, favouring the PROMOTER/VENDOR CUM DEVELOPER. In the event of possession of the SAID PREMISES is to be delivered, earlier than the date scheduled for the payment of the last installment and the notice to this effect is served in writing by the PROMOTER/VENDOR CUM DEVELOPER, upon the Purchaser, the Purchaser shall make the full payment and take the delivery of the SAID PREMISES.
19. In case any of the cheque/s issued by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S for payment of consideration of this agreement, when presented for payment is/are dishonored for any reason, the provisions of clause 3 of this agreement shall apply.
20. The PROMOTER/VENDOR CUM DEVELOPER is not bound to give notice requiring any payment under this agreement and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due date.

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21. Nothing contained in these presents shall be construed as demise or assignment or conveyance in law of the SAID PREMISES or of undivided share in land or any portion thereof. Such demise or assignment or conveyance shall take place only upon transfer by formal Sale Deed of the SAID PREMISES.
22. In case before the registration of Sale Deed in favour of the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S, the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S requests transfer of his/her/their rights arising from this agreement, the PROMOTER/VENDOR CUM DEVELOPER shall execute agreement and or sale deed with third party of the choice of PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S only upon payment of Rs. 25,000/- as administrative charges per document.
23. A Society/maintenance Society/AOP shall be formed by the Purchaser of the various premises in the said building complex, and such society shall be subject to the overall authority and control of all the flats except the unsold flats remaining with the PROMOTER/VENDOR CUM DEVELOPER. The PROMOTER/VENDOR CUM DEVELOPER shall be liable to pay the Municipal Council House taxes only, in respect of the unsold premises, however, in no case, the PROMOTER/VENDOR CUM DEVELOPER shall be liable to pay any maintenance charges or any other charges to such society/Associates in respects of unsold premises, in possession with the PROMOTER/VENDOR CUM DEVELOPER. Similarly any transfer fees if levied by the society, shall not apply to the sale of the premises by the PROMOTER/VENDOR CUM DEVELOPER.
24. The Purchaser shall permit the PROMOTER/VENDOR CUM DEVELOPER, their agents, surveyors, employees and labourers at all reasonable times to enter into and upon the SAID PREMISES or any part thereof to view and examine the state and conditions thereof and to make good and defect or carry out any repairs and

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maintenance or cleaning, rebuilding or lighting of the services, drains, cables, water courses, gutters, wires, pipes, part structures or other conveniences belonging to or used for the said building including drainage, water pipes, electricity wires and cables.

25. That it is understood by the Purchaser that, the PROMOTER/VENDOR CUM DEVELOPER shall place any type of board, neon signs, banner etc. on any part of the property and the Purchaser will not be object nor disturb it nor obstruct its visibility in any way. The PROMOTER/VENDOR CUM DEVELOPER shall not pay nor the Purchaser shall demand any rent etc. for any signs displayed by it. That the Purchaser shall not be allowed to display any type of sign board, banner etc. without the consent of the PROMOTER/VENDOR CUM DEVELOPER.
26. The balcony should not be enclosed by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S. No changes or holes shall be done or cause to be done on the exterior walls of the SAID PREMISES, no grills shall be fixed outside the windows. They may be fixed on the internal windows sills as per the standard design given by PROMOTER/VENDOR CUM DEVELOPER only. No changes in the external elevation will be permitted by changing the windows and railings or keeping pots, boards and objects outside the windows.
27. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall obtain his/her/their permanent electric connection from the Department of Electricity with the Test Report provided by the PROMOTER/VENDOR CUM DEVELOPER. Similarly the direct individual water connection shall be obtained by the individual Purchaser with the Plumber's Certificate issued by the PROMOTER/VENDOR CUM DEVELOPER. However, in the event the PROMOTER/VENDOR CUM DEVELOPER provide electric meter for the SAID PREMISES, the Purchaser shall have to reimburse the PROMOTER/VENDOR CUM DEVELOPER all the

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cost, fees and expenses incurred by him/her/them for the installation of the said electric meter.

28. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall not before taking possession of the SAID PREMISES raise any loan on the SAID PREMISES or offer it as security for the repayment of any loan without the prior consent in writing from the PROMOTER/VENDOR CUM DEVELOPER. The PROMOTER/VENDOR CUM DEVELOPER has not delivered the possession of the SAID PREMISES to the PURCHASER.
29. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall be entitled for an irrevocable right to use parking slot bearing no. as shown on the plan marked as annexure 'B' which corresponds to the SAID PREMISES. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S however shall not park more than one vehicle in the parking space so allotted.
30. GENERAL OBLIGATIONS
- a) Upon possession of the SAID PREMISES being delivered to PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S he/she/they shall be entitled to use and occupy the SAID PREMISES. Upon the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S taking possession of the SAID PREMISES he/she/they shall have no claims against the PROMOTER/VENDOR CUM DEVELOPER in respect of any item of work in the SAID PREMISES which may be alleged not to have been carried out or completed. Cracks to the plaster/dampness in external walls shall not be considered as defect in work unless the Architect of the PROMOTER/VENDOR CUM DEVELOPER opines otherwise.
- b) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall from the date of possession of the SAID PREMISES, maintain the SAID PREMISES, the walls, partition walls, sewers, drains, pipes, and appurtenances thereto at

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their own cost, in good and tenantable repair and condition and shall not do or cause to be done anything in or to the SAID PREMISES and/or common passages or the compound, which may be against the condition or rules or by-laws of the Municipal Council or the Planning and Development Authority and/or any other Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or by-laws.

- c) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S on the date of signing the present Agreement notify to PROMOTER/VENDOR CUM DEVELOPER whether any letters, remainders, notices, documents, papers, etc., are to be served to him/her/them. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall also, from time to time, notify any change in his address. Any letter sent to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S at his/her/their notified address or at his/her/their changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.
- d) The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S hereby agrees and undertakes to be the member of the entity to be formed and also, from time to time, to sign and execute all the applications for registration and for the membership of the entity and other papers and documents necessary for the formation and the registration of the entity. The PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S shall from time to time, sign papers and documents and do all the acts, deed, matters and things as may be necessary from time to time, for safeguarding the interest of the PROMOTER/VENDOR CUM DEVELOPER and other premises holders in the said Building Scheme.
- e) The name of the complex is "**KAYJI GRANDEUR**" at all times which the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S agrees not to change individually or in

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association with the owners of the other premises in the said building.

- f) Any diligence shown by the PROMOTER/VENDOR CUM DEVELOPER in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.
- g) All costs, charges, expenses including stamp Duty, Registration Fees and any other expenses in connection with the execution and registration of the agreement/Sale Deed/Deeds of Conveyances shall be borne by the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.
- h) The PROMOTER/VENDOR CUM DEVELOPER have not delivered the possession of the SAID PREMISES to the PROSPECTIVE ALLOTTEE/S or PROSPECTIVE PURCHASER/S.

SCHEDULE - A

(OF THE SAID PROPERTY)

ALL that landed property known as "Joao Silvalém", which property is situated at Aquem of the Village of Navelim, presently within the limits of Village Panchayat at Aquem- Baixo, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, and described in the Land Registration Office, Margao, under No. 33944 of New Series, enrolled in the Revenue Office under No. 299 and surveyed as a separate unit in the records of City Survey, Margao under chalta no. 7 to 11 of P.T.Sheet no. 290 and bounded as under :-

ON THE EAST: by the property of Hipolito Camilo Diniz, Elbino D'souza as also by the heirs of Gregorio Mergulhao;

ON THE WEST: by Roque Santan Costa and the said Mergulho;

ON THE NORTH: by the said Hipolito Diniz and the said property of Mergulhao; and

ON THE SOUTH: By Constancio Diniz and Hipolito Diniz,

 

SCHEDULE B

(OF THE SAID PLOT)

All that Plot denominated as Plot No. 1 admeasuring an area of 890 Sq. Mtrs, forming part of the property described in Schedule A hereinabove and is surveyed under Chalta No. 7 to 11 of P. T. Sheet No. 290 of city survey Margao and is bounded as under;

ON THE EAST: By 8 mtrs wide Public road;

ON THE WEST: By plot bearing Chalta No. 4 PTS No. 290;

ON THE NORTH: By property bearing Chalta No. 1 of PTS No. 290;

ON THE SOUTH: By plot No. 2 of the same property i.e. Chalta No. 7 to 11 of PTS No. 290 .

SCHEDULE C

(OF THE SAID PREMISES)

ALL THAT PREMISES now agreed to be sold and described as Flat No. situated on the floor of **KAYJI GRANDEUR** building having a super built up area of Sq. mtrs and bounded as under:-

ON THE EAST : By

ON THE WEST : By

ON THE NORTH : By

ON THE SOUTH : By

SCHEDULE D

(AREA STATEMENT OF THE SAID PREMSIES)

The Area of the SAID PREMISES is as under:

Super built-up area : _____ Sq. meters;

Built-up area : _____ Sq. meters;

Carpet Area : _____ Sq. meters.

IN WITNESS WHEREOF the parties hereto have set their hands and signed this agreement on the day of date above mentioned.

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Signed & Delivered
by the within named
PROMOTER/VENDOR CUM DEVELOPER
Through their Authorized Signatories:

1. SHRI. CHANDRAKUMAR R. HUILGOL

SHRI. CHANDRAKUMAR R. HUILGOL

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF
SHRI. CHANDRAKUMAR R. HUILGOL

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF
SHRI. CHANDRAKUMAR R. HUILGOL

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2. SHRI. SHRIDHAR P. HEGDE

SHRI. SHRIDHAR P. HEGDE

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF

SHRI. SHRIDHAR P. HEGDE

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF

SHRI. SHRIDHAR P. HEGDE

RF

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Signed & delivered by the within named
PROSPECTIVE ALLOTTEE/S or
PROSPECTIVE PURCHASER/S:

1. MR.

MR.

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF

MR.

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF

MR.

SRH

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2. MRS.

MRS.

Little finger	Ring finger	Middle finger	Index finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION OF

MRS.

Thumb	Index finger	Middle finger	Ring finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION OF

MRS.

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WITNESSES:

1) _____

2) _____

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