

## MODEL FORM OF

## AGREEMENT FOR SALE

This Agreement for Sale is made at Margao, Goa on this..... day of ..... in the year Two Thousand and Twenty One (...../...../2021).

**BETWEEN**

1. **SHRI. NILESH MANOHAR KANDE**, Son of late Manohar S. Kande, Aged 51 Years, Married, Businessman, holding PAN Card No. [REDACTED], Aadhaar Card No [REDACTED], Mobile No.9890198687,E-Mail Id:kandenilesh@rediffmail.com and his wife
2. **SMT. SHUBHADA NILESH KANDE**, daughter of Gurudas Fondu Prabhudessai., wife of Mr. Nilesh Manohar Kande, Aged 50 Years, Married, Businesswoman, holding PAN Card No. [REDACTED], Aadhaar Card No.[REDACTED], Mobile No.9890068088, E- Mail Id:kandenilesh@rediffmail.com; both residents of 'Shreenikunj' Near Chinmay Mission Ashram, Housing Board Road, Gogol, Fatorda, Salcete, Goa. Hereinafter referred to as the "**OWNERS**" of the FIRST PART

**AND**

3. **KANDE REALTORS** a Proprietary concern of SHRI. NILESH MANOHAR KANDE, Son of late Manohar S. Kande, Aged 51 Years, Married, Businessman, holding PAN Card No. [REDACTED], Aadhaar Card No [REDACTED], Mobile No.9890198687, E-Mail Id: kanderealtors@gmail.com having its office at Gogol, Margao Salcete Goa. Hereinafter referred to as the "**PROMOTER**" of the SECOND PART

**AND**

4. SHRI..... son of..... Aged ..... Indian National, Business/Service, holding PAN Card No..... Aadhaar Card No..... Mobile No..... E- Mail Id:..... resident of..... Hereinafter referred to as the "**ALLOTTEE**" of the THIRD PART

The expression the **OWNERS**, **PROMOTER** & the **ALLOTTEE** shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, representatives, administrators, executors, successors and assigns.

All the parties to this Agreement for Sale are Indian Nationals.

AND WHEREAS the Owner at Serial No.1 is the Proprietor of Proprietary concern "KANDE REALTORS" the **PROMOTER** herein.

AND WHEREAS the **OWNERS** at Serial No.2 have Executed a Power of Attorney Dated \_\_\_\_\_ in Favour of OWNER at Serial no.1 duly Registered before Sub Registrar of Salcete at Margao under Document Regn. No. \_\_\_\_\_ dated \_\_\_\_\_

AND WHEREAS by Deed of Sale dated 18/03/2020 registered before the Sub-Registrar of Salcete at Margao at Book I Document, Registration No. MGO-1-1140-2020 dated 19/03/2020, M/S. Caxinata Poi Anglo sold to the OWNER an immovable property known as “CASAS DE MORADA COM SEU PATEO E QUINTAL (Southern addition)”, situated at Margao, within the limits of Margao Municipal Council, Taluka Salcete, Sub-District of South Goa, State of Goa, described in the Land Registration office of Salcete under No.44586 new and enrolled in Revenue office under Matriz No.634 having structures therein surveyed under Chalta No. 27 of P.T. Sheet No. 154 of City Survey Margao, admeasuring an area of 3008 sq. mts., more particularly described in schedule hereunder written herein after referred to as “The Project Land”

AND WHEREAS the **OWNERS** declare that, to the best of their knowledge and information:

- a) There are no covenants in the Sale Deed dated 18/03/2020 referred above affecting the project land in any manner;
- b) There are no impediments attached to the Project Land or any part thereof;
- c) There are no tenants on the Project Land;
- d) There are no illegal encroachments on the Project Land;
- e) The Project Land is not mortgaged nor are there any liens or charges on the Project Land or any part thereof;
- f) None of the permissions obtained, affect the title of the **OWNERS** to the Project Land in any manner.

AND WHEREAS in view of the purchase of the Project Land made by **the OWNERS** in the manner stated in the recitals hereinabove, **the OWNERS** have become absolute & Exclusive **OWNERS** in possession of the Project Land and are entitled and enjoined upon to construct buildings on the Project Land;

AND WHEREAS the **OWNERS** have got drawn the plans for the project of development of the Project Land described in the **SCHEDULE-I** hereto, for constructing therein Two (2) buildings A & B. Building A having 4 shops & 15 flats and Building B having 20 flats & both buildings are having stilt parking & five floors each. The **OWNERS** named the said project as a “**KANDE CELESTIA**”, hereinafter referred to as “the Project” & to develop the said project.

AND WHEREAS the **OWNERS** have obtained the following permissions, licenses and approvals from the concerned competent authorities for the development of said Project.

- a) Development Permission under section 44 of the Goa Town & Country Planning Act, 1974 issued by South Goa Planning and Development Authority, Margao, Goa, bearing Ref. No. SGPDA/P/6411/06/21-22 dated 01/04/2021.
- b) Construction License issued by Margao Municipal Council, Margao, Goa, under No.A/19/2021-2022 dated 07/06/2021.

- c) N.O.C. issued by Health Officer, Urban Health Centre, Margao Goa, under No. UHCM/NOC/2021-22/1837 dated 28/04/2021, and
- d) N.O.C. issued by Director, Fire and Emergency Services Panaji Goa, under No. DFES/FP/HB/243/21-22/124 dated 29/06/2021.

AND WHEREAS by virtue of the purchase of the Project Land by **the OWNERS** and by virtue of various permissions and licenses obtained for the construction of the Project in the Project Land & by virtue of Power of Attorney given by the owner at serial No.2 in favour of the proprietor of **PROMOTER** i.e. OWNER at serial No. 1 the **PROMOTER** is authorized to develop the Project Land.

AND WHEREAS **the PROMOTER** has sole and exclusive right to sell the premises in the Project to be constructed by **the PROMOTER** on the Project Land and to enter into Agreement/s with the **ALLOTTEE(s)** of the premises and to receive the sale consideration in respect thereof;

AND WHEREAS the **PROMOTER/OWNERS** have appointed Sawant and Associates as Designer, Architect and consulting Engineers of the Project in the Project Land.

AND WHEREAS **the PROMOTER** has registered the Project under the provisions of The Real Estate (Regulation and Development) Act, 2016, with the Goa Real Estate Regulatory Authority, under No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the **PROMOTER/OWNERS** have appointed Mr. Damodar Shanbag as Structural Engineer for the preparation of the structural, design and drawings of the Project and the **OWNERS/PROMOTER** accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project.

AND WHEREAS on demand from the **ALLOTTEE** the **PROMOTER** have given inspection and copies to the **ALLOTTEE** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Architect Sawant and Associates through Architect Manisha Lotlikar and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) and rules and regulations framed there under and the **ALLOTTEE** acknowledges the receipt of the same

AND WHEREAS, authentic copies of the below listed documents are annexed to this Agreement forming integral part hereof: -

- (a) Certificate of Title issued by the advocate of the **PROMOTER** is annexed hereto as Annexure-A;
- (b) Property Card in Form-D in respect of the Project Land is annexed hereto as Annexure-B;
- (c) Layout Plan (Site Plan) of the Project as proposed by the **PROMOTER** and according to which the construction of the Project and open spaces are provided, is annexed as Annexure-C;

- (d) Layout Plan of the Flat as approved by the Margao Municipal Council is annexed hereto as Annexure-D;
- (e) Specifications of the premises agreed to be purchased by the **ALLOTTEE**, is annexed Annexure-E;
- (f) **Common amenities** to be provided in the Project by **the PROMOTER** are as set out in **Annexure-F**
- (g) **RERA Registration Certificate** - The Project is registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (hereinafter referred to as “the Act”) with the Goa Real Estate Regulatory Authority at No. \_\_\_\_\_; authenticated copy whereof is annexed as **Annexure-G**;
- (h) Power of Attorney of owner at Sr. No. 2 in favor of OWNER at Sr. No.1.
- (i) Deed of Sale dtd. 18.03.2020.

AND WHEREAS the **OWNERS/PROMOTER** have got some of the approvals from the concerned competent authorities to the plans, specifications, elevations, sections and of the said buildings wherever applicable and shall obtain the balance approvals from various authorities from time to time so as to obtain building Completion Certificate & Occupancy Certificate of the said buildings;

AND WHEREAS while sanctioning the said Plans the competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **OWNERS/PROMOTER** while developing the project land and the said buildings 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 competent authority;

AND WHEREAS the **PROMOTER** have accordingly commenced construction of the said Project in accordance with the said Approved Plans;

**AND WHEREAS** the **ALLOTTEE** approached the **PROMOTER** with a request that, upon completion of the construction by the **PROMOTER** of the premises described fully in SCHEDULE-II hereinafter appearing and (hereinafter referred to as “the said premises”), proposed to be constructed by the **PROMOTER** in the Project Land described in the SCHEDULE-I hereto, the **PROMOTER** shall sell to the **ALLOTTEE** the said premises described in the SCHEDULE-II hereto, for the price stipulated herein, which request is accepted by the **PROMOTER**, and accordingly, the **ALLOTTEE** is offered the said premises by the **PROMOTER**.

AND WHEREAS the “carpet area” means the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises for exclusive use of the **ALLOTTEE** or verandah area and exclusive open terrace area appurtenant to the said premises for exclusive use of the **ALLOTTEE**, but includes the area covered by the internal partition walls of the premises

AND WHEREAS, the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in

this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS under Section 13 of the Real Estate (Regulation and Development) Act 2016 and rules and regulations framed there under, the **OWNERS/PROMOTER** is required to execute a written Agreement for Sale of the said Flat with the **ALLOTTEE** and also to register said Agreement under the Registration Act 1908 (Central Act 16 of 1908);

AND WHEREAS in accordance with the terms and conditions set out in the present Agreement and as mutually agreed upon by and between the parties, the **OWNERS/PROMOTER** hereby agrees to sell and the **ALLOTTEE** hereby agrees to purchase the said Flat and obtain allotment of the stilt parking; if any allotted

AND WHEREAS the parties hereto have mutually settled the terms of the Agreement between them and are desirous of recording the same, as under

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

1. The **PROMOTER** shall construct the said buildings consisting of stilt parking and 5 upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time wherever applicable. Provided that the **PROMOTER** shall have to obtain prior consent in writing of the ALLOTTEE in respect of variations or modifications which may adversely affect the said Flat of the ALLOTTEE except any alteration or addition required by any Government authorities or due to change in law.
- 1(a) The ALLOTTEE hereby agrees to purchase from the **PROMOTER** and the **PROMOTER** hereby agrees to sell to the ALLOTTEE, the Flat No. .... of the type ..... of carpet area admeasuring ..... sq. meters. The Flat shall also have an exclusive carpet area of balcony of ..... sq. meters with an exclusive terrace area ..... sq. meters if any, on ..... floor in the building..... project “KANDE CELESTIA” (Hereinafter referred to as “the Flat”) as shown in the floor Plan thereof hereto annexed for the consideration of Rs. .... which includes the appropriate incidence of common area and facilities appurtenant to the premises, the nature, extent and description of the common area and facilities which are more particularly described in the schedule annexed here with.
- 1(b) The above stated Net total amount of Rs. \_\_\_\_\_ is payable by the ALLOTTEE to the **PROMOTER**, in the following manner:

Instalment No.	Particulars	Actual Cost
1.	30% Amount on Booking	

2.	10% Amount On or before Completion of Foundation	
3.	10% Amount On or before Completion of Stilt Slab	
4	10% amount On or before completion of 1 <sup>st</sup> Slab:	
5.	10% Amount On or before completion of 2 <sup>nd</sup> Slab:	
6.	8% Amount On or before completion of 3 <sup>rd</sup> Slab:	
7.	5% Amount On or before completion of 4 <sup>th</sup> Slab:	
8.	5% On or before completion of Roof Slab:	
9.	5% On or before completion of Masonry & Plaster	
10.	5% On or before completion of Flooring, Electrical, Plumbing	
11.	2% On Obtaining Occupancy Certificate	
	<b>Total</b>	

1(c). The Total Price above excludes Taxes (consisting of tax paid or payable by the **PROMOTER** by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the carrying out of the project and payable by the **PROMOTER** up to the date of handing over the possession of the said Flat.

1(d). The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The **PROMOTER** undertakes and agrees that while raising a demand on the **ALLOTTEE** for increase in development charges, cost, or levies imposed by the competent authorities etc., the **PROMOTER** shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the **ALLOTTEE**, which shall only be applicable on subsequent payments.

1(e). The **PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal installments payable by the **ALLOTTEE** on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to the **ALLOTTEE** by the **PROMOTER**.

1(f). The **PROMOTER** shall confirm the final carpet area that has been allotted to the **ALLOTTEE** after the construction of the building 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 four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **PROMOTER**. If there is any reduction

in the area within the defined limit then the **PROMOTER** shall refund the excess money paid by **ALLOTTEE** within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as “the said Rules”) from the date when such an excess amount was paid by the **ALLOTTEE**. If there is any increase in the carpet area of the said Flat allotted to the **ALLOTTEE**, the **PROMOTER** shall demand additional amount from the **ALLOTTEE** as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g). The **ALLOTTEE** authorizes the **PROMOTER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **PROMOTER** may in their sole discretion deem fit and the **ALLOTTEE** undertakes not to object/demand the **PROMOTER** to adjust his/her/its payments in any manner.

2.1. The **PROMOTER** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the **ALLOTTEE**, obtain from the concerned competent authority the Completion Certificate in respect of the Flat.

2.2. Time is essence for the **PROMOTER** as well as the **ALLOTTEE**. The **PROMOTER** shall abide by the time schedule for completing the Said Project and handing over the Flat to the **ALLOTTEE** and the common areas to the association of of **ALLOTTEES** after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be subject to all the **ALLOTTEE** have paid all the consideration and other sums due and payable to the **PROMOTER** as per the agreement and Similarly the **ALLOTTEE** shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **PROMOTER**, as provided in clause 1(6) herein above (“Payment Plan”).

3. The **PROMOTER** thereby declares that the floor Area ratio available as on date respect of the project land is 3008.00 sq. meters only and **PROMOTER** have planned to utilize floor area ratio of 3006.8 sq. meters by availing TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation 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. **PROMOTER** have disclosed the Floor Space Index of 99.96 % as proposed to be utilized by him on the project land in the said Project and **ALLOTTEE** have agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the **PROMOTER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **PROMOTER** only.

4.1 If the **PROMOTER** fails to abide by the time schedule for completing the project and handing over the Flat to the **ALLOTTEE**, the **PROMOTER**, agrees to pay to the **ALLOTTEE**, who does not intend to withdraw from the project, interest as specified

under Rule, on all the amounts paid by the **ALLOTTEE**, for every month of delay, till the handing over of the possession. The **ALLOTTEE** agrees to pay to the **PROMOTER**, interest as specified in the said Rules, on all the delayed payment which become due and payable by the **ALLOTTEE** to the **PROMOTER** under the terms of this Agreement from the date the said amount is payable by the **ALLOTTEE** to the **PROMOTER**.

4.2. Without prejudice to the right of the **PROMOTER** to charge interest in terms of sub clause 4.1 above, on the **ALLOTTEE** committing default in payment on due date of any amount due and payable by the **ALLOTTEE** to the **PROMOTER** under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the **ALLOTTEE** committing three defaults of payment of installments, the **PROMOTER** shall at his own option, may terminate this Agreement: Provided that, the **PROMOTER** shall give notice of fifteen days in writing to the **ALLOTTEE**, by Registered Post AD at the address provided by the **ALLOTTEE** and by mail at the e-mail address provided by the **ALLOTTEE**, of its 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 **ALLOTTEE** fails to rectify the breach or breaches mentioned by the **PROMOTER** within the period of notice then at the end of such notice period, the **PROMOTER** shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the **PROMOTER** shall refund to the **ALLOTTEE** subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to **PROMOTER** within a period of sixty days of the termination, the installments of sale consideration of the said FLAT which may till then have been paid by the **ALLOTTEE** to the **PROMOTER** and the **PROMOTER** shall not be liable to pay to the **ALLOTTEE** any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one lift in each building with particular brand, or its equivalent or price range (if unbranded) to be provided by the **PROMOTER** in the said building and the flat as are set out in Schedule III

6. The **PROMOTER** shall give possession of the flat to the **ALLOTTEE** on or before ..... day of ..... 202\_. If the **PROMOTER** fails or neglects to give possession of the flat to the **ALLOTTEE** on account of reasons beyond his control and of their agents by the aforesaid date then the **PROMOTER** shall be liable on demand to refund to the **ALLOTTEE** the amounts already received by him in respect of the FLAT with interest at the same rate as mentioned in clause 4.1 herein above from the date the **PROMOTER** received the sum till the date the amounts and interest thereon is repaid. Provided that the **PROMOTER** shall be entitled to reasonable extension of time for giving delivery of said flat on the aforesaid date, if it 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.

7.1 The **PROMOTER** shall not incur any liability if it is unable to complete the said premises and/or deliver the possession of the said flat to the **ALLOTTEE** , within the period stipulated herein, if the completion of the complex is delayed by reason of non-availability



of steel and/or cement or other building materials or water supply or electric power or for any other valid reason or on account of unforeseen circumstances, beyond the control of the **PROMOTER**, including withholding of grant of Completion Certificate and/or the Occupancy Certificate by the concerned authorities. In any of the aforesaid events, the **PROMOTER** shall be entitled to reasonable extension of time for delivery of the said flat as may be certified by the Architect or agreed mutually between the parties hereto.

**7.2 Procedure for taking possession:** - The **PROMOTER**, upon obtaining Completion Certificate from the competent authority and the payment made by the **ALLOTTEE** as per the agreement shall offer in writing the possession of the Flat to the **ALLOTTEE** in terms of this Agreement to be taken within fifteen days from the date of issue of such notice and the **PROMOTER** shall give possession of the flat to the **ALLOTTEE**. **PROMOTER** agree and undertake to indemnify the **ALLOTTEE** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **PROMOTER**. The **ALLOTTEE** agrees to pay the maintenance charges as determined by the **PROMOTER** or Association of ALLOTTEE as the case maybe. The **PROMOTER** on their behalf shall offer the possession to the **ALLOTTEE** in writing within 7 days of receiving the Occupancy Certificate of the Project.

**7.3** The **ALLOTTEE** shall take possession of the flat within 15 days of the written notice from the **PROMOTER** to the **ALLOTTEE** intimating that the said flat is ready for use and occupancy.

**7.4. Failure of ALLOTTEE to take Possession of Flat:-** upon receiving a written intimation from the **PROMOTER** as per clause 7.2, the **ALLOTTEE** shall take possession of the flat from the **PROMOTER** by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the **PROMOTER** shall give possession of the flat to the **ALLOTTEE**. In case the **ALLOTTEE** fails to take possession within the time provided in clause 7.2, such **ALLOTTEE** shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said project and building thereon.

**7.5.** If within a period of five years from the date of handing over the flat to the **ALLOTTEE**, the **ALLOTTEE** brings to the notice of the **PROMOTER** any defect in the flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **PROMOTER** at his own cost and in case it is not possible to rectify such defects, then the **ALLOTTEE** shall be entitled to receive from the **PROMOTER**, compensation for such defect in the manner as provided under the Act. In case the **ALLOTTEE** carry out any work within the Flat after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Flat/s, then in such an event the **PROMOTER** shall not be liable to rectify or pay compensation. But the **PROMOTER** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work. The **PROMOTER**, shall not be responsible for colour variations in the painting, as well as colour and/or size variations in floor tiles, glazed tiles or stone material like marble, granite, etc., as also in sanitary fittings; and the **PROMOTER**, shall also be not responsible for any problems occurring on account of expansion or contraction in wood or

other material which is subject to such expansion or contraction due to climatic changes. Save as provided herein above, once the **ALLOTTEE** take the delivery of possession of the said premises, the **ALLOTTEE** shall have no right to claim from or against the **PROMOTER** anything in relation to any item of the work executed by the **PROMOTER** the said premises, either on the allegation that such work or the said premises is not completed or defective.

8. The **ALLOTTEE** shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and shall use the parking space only for purpose of keeping or parking vehicle.

9. The **ALLOTTEE** along with other **ALLOTTEES** of Flat in the building shall join in forming and registering the Maintenance Society or Association or a Limited Company to be known as KANDE CELESTIA as decided by the **PROMOTER** and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the **PROMOTER** within seven days of the same being forwarded by the **PROMOTER** to the, so as to enable the **PROMOTER** to register the common organization of **ALLOTTEES** No objection shall be taken by the **ALLOTTEE**, if any changes or modifications are made in the draft byelaws or the Memorandum and Articles of Association as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

10. The **ALLOTTEE** along with other **ALLOTTEES** at any time in future shall not change or alter the name of the project from "KANDE CELESTIA" to any other name.

11. Within 15 days after notice in writing is given by the **PROMOTER** to the **ALLOTTEE** that the Flat is ready for use and occupancy, the **ALLOTTEE** shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of **ALLOTTEES** is formed and maintenance of said structure or the building/s or wings is transferred to it, the **ALLOTTEE** shall pay to the **PROMOTER** such proportionate share of outgoings as may be determined. The **ALLOTTEE** further agrees that till the **ALLOTTEE** share is so determined the **ALLOTTEE** shall pay to the **PROMOTER** provisional monthly/yearly contribution of Rs. ....../- per month/annum towards the outgoings. The **ALLOTTEE** undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by **ALLOTTEE** shall be regarded as the default on the part of the **ALLOTTEE** and shall entitle the **PROMOTER** to charge interest on the dues, in accordance with the terms and conditions contained herein.

12. The **ALLOTTEE** shall on or before delivery of possession of the FLAT keep deposited with the **PROMOTER**, the following amounts: –

- i. Rs. .... /- for share money, application, entrance fee  
of the maintenance Society or limited Company/federation/Apex body.
- ii. Rs. ..../- for formation and registration of the Maintenance Society or limited Company/federation/Apex body.
- iii. Rs. .... /- for proportionate share of taxes and other charges/levies in respect of the Maintenance Society or limited Company/federation/Apex body.
- iv. Rs. ..../- for deposit towards provisional monthly contribution towards outgoings of Society or limited Company/federation/Apex body.
- v. Rs..... For Deposit towards Water, and other utility and services connection charges.
- vi. Rs..... For Deposits of Electrical receiving, transformer and sub station provided in layout
- vii. Rs. ..../- as legal charges.
- viii. Rs..... as infrastructure Tax.
- ix. Rs..... as corpus in respect of the Maintenance society or limited Company/federation/Apex body as applicable.
- x. Stamp duty and registration charges as applicable.
- xii G.S.T as applicable

**13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -**

The **PROMOTER** hereby represents and warranties to the **ALLOTTEE** as follows: –

- i. The **OWNERS/PROMOTER** have clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The **OWNERS/PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project land and said buildings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project land and said buildings shall be obtained by following due process of law and the **PROMOTER** as been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, building and common areas;
- vi. The **PROMOTER/OWNERS** have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **ALLOTTEE** created herein, may prejudicially be affected;
- vii. The **PROMOTER/OWNERS** 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 project land, including the Project and the said Flat Which will, in any manner, affect the rights of **ALLOTTEE** under this Agreement;

viii. The **PROMOTER** confirms that the **PROMOTER** is not restricted in any manner whatsoever from selling the said Flat to the **ALLOTTEE** in the manner contemplated in this Agreement.

ix. If at any time the execution of the Conveyance Deed of the building is to be made in favor of ALLOTTEES the **PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the **ALLOTTEES**;

x. The **PROMOTER** has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the **PROMOTER** in respect of the project land and/or the Project.

**14.** The **ALLOTTEE**/S or himself or themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the **PROMOTER** as follows: –

(i) To maintain the Flat at the **ALLOTTEE**'S own cost in good and tenantable repair and condition from the date the possession of the Flat is taken and shall not do or suffer to be done anything which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or the structure of the building in which the Flat 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 Flat is situated, including entrances of the building in which the flat is situated or the Flat on account of negligence or default of the **ALLOTTEE** in this behalf, the **ALLOTTEE** shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs of the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the **PROMOTER** to the **ALLOTTEE** and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **ALLOTTEE** committing any act in contravention of the above provision, the **ALLOTTEE** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv) Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building and blocking of Passages of the building also is not allowed in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, parris or other structural members in the Flat without the prior written permission of the **PROMOTER** and/or the society or the limited company. The **ALLOTTEES** shall not fix any grills on outer face of Balconies and Windows and no Grills /shutters shall project beyond the outer wall of Building. The ALLOTTEE shall also not block the passages in common areas or outside the Flats by placing any Flowerpots or any other items. If the **ALLOTTEE** is desirous to fix any grills on the inner face of the balconies and / or windows the same should be of the specific design & specification provided by the **PROMOTER/Architect**.

v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii) Pay to the **PROMOTER** within fifteen days of demand by the **PROMOTER**, his share of security deposit any, taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the Project in which the Flat is situated.

(viii) 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 Flat by the **ALLOTTEE** for any purposes other than for purpose for which it is sold.

(ix) The **ALLOTTEE** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the **ALLOTTEE** to the **PROMOTER** under this Agreement are fully paid up.

(x). The **ALLOTTEE** shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Flats 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 **ALLOTTEE** shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the project land and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The **PROMOTER** shall maintain a separate account in respect of sums received by the **PROMOTER** from the **ALLOTTEE** as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat and building or any part thereof. The **ALLOTTEE** shall have no claim save and except in respect of the Flat along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the **PROMOTER** until sold/allotted.

17. THE **PROMOTER/OWNERS** SHALL NOT MORTGAGE OR CREATE A CHARGE: After the **OWNERS** and the **PROMOTER** executes this Agreement the **OWNERS** and the **PROMOTER** shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **ALLOTTEE** who has taken or agreed to take Flat

18. **BINDING EFFECT** Forwarding this Agreement to the **ALLOTTEE** by the ORIGINAL **OWNERS** and the **PROMOTER** does not create a binding obligation on the part of the **PROMOTER** or the **ALLOTTEE** until, firstly, the **ALLOTTEE** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the **ALLOTTEE** and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the **PROMOTER**. If the **ALLOTTEE** fails to execute and deliver to the **PROMOTER** this Agreement within 30 (thirty) days from the date of its receipt by the **ALLOTTEE** and/or appear before the Sub-Registrar for its registration as and when intimated by the **PROMOTER** and the **PROMOTER** shall serve a notice to the **ALLOTTEE** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the **ALLOTTEE**, application of the **ALLOTTEE** shall be treated as cancelled and all sums deposited by the **ALLOTTEE** in connection therewith including the booking amount shall be returned to the **ALLOTTEE** without any interest or compensation whatsoever.

19. It is specifically agreed by the **ALLOTTEE** that, in case of termination of agreement , the **PROMOTER** shall be entitled to retain 10% (ten percent) of the amounts received from the **ALLOTTEE** towards the administrative expenses, and repay to the **ALLOTTEE** only the balance 90% (ninety per cent) of the amounts actually received till then by the **PROMOTER** from or on behalf of the **ALLOTTEE** including GST, VAT, Infrastructure Tax etc., already remitted to the Government/competent authority, only upon finding another buyer for the said premises and upon receiving money from such new buyer sufficient to return the amount received from or on behalf of the **ALLOTTEE**. No interest shall be payable, at all, by the **PROMOTER** on such amounts to be refunded. It is specifically agreed by the **ALLOTTEE** that at the time of receiving such refund from the **PROMOTER**, the **ALLOTTEE** shall sign, execute and register the 'Deed of Cancellation' with the Sub-Registrar of Salcete, at Margao , Goa. It is further specifically agreed by the **ALLOTTEE** that such refund shall be collected by the **ALLOTTEE** from the office of the **PROMOTER** by giving to the **PROMOTER**, at least, 48 hours' notice, prior to arrival of the **ALLOTTEE** to collect such refund. Such refund shall be made by Cheque payable at Margao, Goa.

20. ENTIRE AGREEMENT; This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/building, as the case may be.

20. RIGHT TO AMEND; This Agreement may only be amended through written consent of the Parties.

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO **ALLOTTEE**/SUBSEQUENT **ALLOTTEE**; It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent **ALLOTTEES** of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

23. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and 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 Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the **ALLOTTEE** has to make any payment, in common with other **ALLOTTEE**(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of the all the Flats in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective **ALLOTTEES**.

25. **FURTHER ASSURANCES** Both parties agreed that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

26. **PLACE OF EXECUTION**: The execution of this Agreement shall be complete only upon its execution by the **PROMOTER** through its authorized signatory at the **PROMOTER** Office, or at some other place, which may be mutually agreed between the **PROMOTER** and the **ALLOTTEE**, after the Agreement is duly executed by the **ALLOTTEE** and the **PROMOTER** or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Margao, Salcete, Goa.

27. The **ALLOTTEE** and/or **OWNERS** and the **PROMOTER** shall present this Agreement as well as the conveyance/assignment 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.

28. That all notices to be served on the **ALLOTTEE** and the **PROMOTER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **ALLOTTEE** or the **PROMOTER** by Registered Post A.D / notified Email ID/Under Certificate of Posting at their respective addresses specified below: –

Name of the **ALLOTTEE**:

Address:

Notified Email ID:

Mobile No.

Name of the **PROMOTER**

Address:

Notified Email ID:

Mobile no.

It shall be the duty of the **ALLOTTEE** and the **PROMOTER** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or on Email failing which all communications and letters posted at the above address shall be deemed to have been received by the **PROMOTER** or the **ALLOTTEE**, as the case may be.

29. JOINT **ALLOTTEES**: That in case there are Joint **ALLOTTEES**, all communications shall be sent by the **PROMOTER** to the **ALLOTTEE** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the **ALLOTTEES**.

30. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the **ALLOTTEE**.

31. DISPUTE RESOLUTION: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

32. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Margao - Goa will have the jurisdiction for this Agreement.

33. Compliance of obligations under FEMA:- If the **ALLOTTEE** is/are not Indian Citizens, but is/are Indian Citizens Residents Outside India or Persons of Indian Origin but had earlier held Indian Passport, then all the payments under this Agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR Account and further the **ALLOTTEE** shall also comply with all the requirements of the Foreign Exchange Management Act, 1999, and the Rules and Regulations made there under.



34. Possession/Delivery: Possession/Delivery of the said flat is not handed over to the **ALLOTTEE** under this Agreement, which shall be delivered/transferred only upon execution of necessary writing/Deed of Sale or any other document.

### **SCHEDULE – I : OF THE PROJECT LAND**

All that Property known as “**CASAS DE MORADA COM SEU PATEO E QUINTAL** (Southern addition)”, situated at Margao, within the limits of Margao Municipal Council, Taluka Salcete, Sub-District of South Goa, State of Goa, described in the Land Registration office of Salcete under No.44586 new and enrolled in Revenue office under Matriz No.634 admeasuring an area of 3008 sq. mtrs. having structures therein surveyed under chalta No. 27 of P.T. Sheet No. 154 of City Survey Margao, admeasuring an area of 3008 sq. mts. and is bounded as under: -

**On the East:** - By the Property of Arsenio Costa;

**On the West:** - By that of Custodio Piedade Rodrigues;

**On the North:** - By Municipal Road; and

**On the South:** - By the property of Joaquim Filipe da Piedade Noronha.

### **SCHEDULE II**

ALL THAT FLAT bearing No. \_\_\_\_, situated on the \_\_\_\_\_ in Building\_\_\_\_ of the complex “KANDE CELESTIA” to be constructed in the property described in the SCHEDULE I above; the said Flat shall have a super built-up area of \_\_\_\_ sq.mts. and RERA Carpet Area of \_\_\_\_ sq.mts. along with the parking no. \_\_ and is more clearly delineated on the Plan hereto annexed. The said Flat is BOUNDED as follows:

EAST : By

WEST : By

NORTH: By

SOUTH: By

### **SCHEDULE-III**

#### **(Specifications for Residential Premises)**

#### **1. STRUCTURE:**

The structure shall be R.C.C framed as per design approved by the Margao Municipal Council.

## 2. **WALLS:**

C.C. Block/ Bricks/ laterite masonry in cement mortar, as per the discretion of the **PROMOTER**.

## 3. **DOORS & WINDOWS:**

Main door frame of teakwood with Teak wood shutter. Toilet doors with FRP shutter/ O.S.T. flush shutter or equivalent, as per the discretion of the **PROMOTER**. All other door frames of Salwood or Equivalent as per the discretion of the **PROMOTER**. Kitchen, bedroom and balcony shutters shall be 30mm. thick, one side teak faced flush shutter and teakwood side French polished, other side oil painted or equivalent. All door frames shall be of 4" x 2 ½" section. All doors shall have stainless steel hinges and powder coated aluminum fittings. Main entrance door shall have night latch, door eye and a decorative brass handle on outside. All windows shall be aluminum powder coated/ colour anodized sliding type and ventilators with louvers, as per the discretion of the **PROMOTER**.

## 4. **PLASTER & PAINT:**

All the external surfaces of the building/s shall be plastered with two coats of cement mortar and finished with Exterior Emulsion paint Asian Paints APEX or Equivalent. All the internal walls will have one Coat of Cement plaster and painted with 2 coats of Cement Putty with Tractor Acrylic Emulsion paint or equivalent.

## 5. **ROOFING:**

Generally, the roof slab will be flat RCC slab, covered with pre-coated galvanized sheets on structured steel sloping profile.

## 6. **FLOORING & SKIRTING:**

60 x 60 Somany Vitrified tiles or equivalent for living / Dining and for the rest of the flat, with same tiles skirting as per the discretion of the **PROMOTER**.

## 7. **TOILETS:**

Toilet block shall consist of a European W.C., Wash basin C.P. fittings and a shower rose and tap with hot and cold water arrangement. All sanitaryware shall be provided in white colour. All toilets and baths shall be provided with glazed ceramic tiles dado up to full height with ceramic tiles flooring of 12"x12".

## 8. **KITCHEN:**

Kitchen platform shall be approx. 2.50 meters long and provided with granite slab with stainless steel sink. A dado of glazed ceramic tiles, 60cms. High shall be provided over the kitchen platform. Electrical plug points and two taps for Aqua guard and washing machine shall be provided in kitchen / balcony as per the discretion of the **PROMOTER**.

## 9. **ELECTRICAL:**

All wiring shall be concealed on walls and slabs. Bedroom shall have two light points, one fan point, and two 5 amps plug points and shall have one 15 amps point for A.C. Master Bedroom shall have one 15 amps point for A.C. and one telephone point. Living / Dining shall have three light points, two fan points, two 5 amps plug points, one T.V. and one telephone point and shall have one 15 amps point for A.C. Kitchen shall have two light points, one fan point, two 5 amps point and two 15 amps points, one on

platform and one for washing machine. Toilet shall have one light point, one 5 amp point for exhaust and one 15 amps point for geyser. All balconies shall have one light point. A light point and bell bush shall be provided outside, at the entrance door.

**10.WATER SUPPLY:**

There will be a sump. This will be connected to Government water supply lines or to any other water source from which water shall be pumped to the common overhead tanks. Water from common overhead tanks will be distributed to each individual unit.

**11.ELEVATOR:**

An OTIS or Equivalent elevator shall be provided in the building.

**(DESCRIPTION OF COMMON AREAS AND FACILITIES)**

1. 24 hrs. Security.
2. Gated Complex.
3. Backup Power Generator for Common Lighting & lifts.
4. Society Office.
5. Stilt Parking with CCTV Surveillance.
6. Fire Fighting Provision.

**IN WITNESS WHEREOF** the Parties hereto have put their respective hands on the day, month and year, first hereinabove mentioned.

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

**OWNER No.2 is represented by duly constituted attorney OWNER No.1.**

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

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

**In the presence of witnesses: -**

**1) Name and signature**

**2) Name and signature**