

# AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made on this\_\_ day of \_\_\_\_\_2019, at Mapusa, Bardez - Goa.

BETWEEN

M/S. KUTEER REALTORS, a Partnership Firm, having its registered office at Shop no 6/7, Sagar Park Co-Operative Housing Society Ltd. Opp. Bharat Petroleum , Vasai (W) 401 201, having PAN card Bearing No. AAMFK9600Q, represented in the present deed, through its partners 1) Shri. Sanjay Narendra Raut, Son of Narendra Raut,49 years of age, married, business, Indian National, Resident of Suyog, Tiwali Wadi, Opposite ST deport Vasai, Palghar, Maharashtra 401201; 2) Shri. Prajwal Hareshwar Patil, Son of Hareshwar Patil, 40 years of age, married, business, Indian National, Resident of Shramadeep, Behind Ramedi Datta Mandir, Mandlai, Vasai, Palghar, Maharashtra 401201; hereinafter referred to as **"THE PROMOTER"**, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its, Partners, successors, executors, administrators, legal representatives and permitted assigns) of the **FIRST PART**.

AND

MR. \_\_\_\_\_, Son/ Daughter of \_\_\_\_\_ , \_\_\_\_\_ years of age, Bachelor/ married, service/business, Indian National, having Pan Card bearing No. \_\_\_\_\_ Resident of \_\_\_\_\_; hereinafter referred to as **"THE ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his executors, administrators, nominees, legal representatives and/or assigns) OF THE **SECOND PART**.

There exists a properties i.e. (a) Property known as of 'VANGORBATA', located at Cunchelim, Mapusa Goa, in the Taluka of Bardez, North Goa in the State of Goa, surveyed under Chalta no. 17 of P. T. Sheet no. 9 of City Survey Mapusa- Goa and admeasuring an area of 2572 sq.mts.. the same being described in the Land Registration Office of Bardez under no .28806 of Book B 74 (New) and in the Taluka Revenue Office under no. 730 and 772 of third circumscription of Mapusa – Goa.

Property known as 'VANGOR BATTATA' or 'VANGOR BATA' located at Cunchelim, Mapusa-Goa, in the Taluka of Bardez, North Goa, in the State of Goa, surveyed under Chalta no. 17A of P.T. Sheet no. 9 of City Survey of Mapusa-Goa and admeasuring an area of 1005

sq.mts. consist of two plot of 341 sq.mts. and 625 sq.mts. total admeasuring an area of 1005 sq.mts. The same being described in the Land Registration Office of Bardez under no. 28806 of Book B 74 (new) and in the Taluka Revenue Office under no. 730 and 772 of third circumscription of Mapusa Goa. These properties shall hereinafter be referred to as 'SAID PROPERTIES' and are more particularly described in the Schedule-I and II written below.

That by Sale Deeds dated 14/8/2007, bearing registration no. 4382, at page 150 to 171 of Book no. I, Volume no. 2256 and by Consent Judgement and Decree dated 6/2/2006, passed by Hon'ble Civil Judge Senior Division of Mapusa-Goa in Regular Civil Suit no. 364/1998/B, the said Mr. Constancy alias Karu John Fernandes and Mrs. Silvia Constancy Fernandes, has become the owners in possession of the Said Properties as described in the Schedule-I and II written below.

In this manner the said Mr. Constancy alias Karu John Fernandes and Mrs. Silvia Constancy Fernandes are became owners of the said properties.

In terms of Agreement for Joint Development of Immovable Properties dated 16/1/2013, registered under no. BRZ-BK1-00489-2013, of Book 1 document, CD number BRZD432, dated 29/1/2013, the said Mr. Constancy alias Karu John Fernandes and Mrs. Silvia Constancy Fernandes and the Promoters herein have agreed and decided to jointly developed the Said Properties in consideration as agreed in the said agreement and have further authorized and empowered the Promoters herein to sell the Said Flat in favour of any third party/ prospective purchaser.

That pursuant to the said Agreement for Joint Development of Immovable Properties dated 16/1/2013, an Irrevocable Power of Attorney was also executed in favour of the Promoters herein in order to facilitate and authorize the Promoters to develop the Said properties and sell the flats in favour of third party / prospective purchaser.

Subsequently said Mr. Constancy alias Karu John Fernandes has expired leaving behind his widow Mrs. Silvia Constancy Fernandes and (a) Mr. Kunal Karu Fernandes, married to Mrs. Reshmi Kunal Fernandes, wife of Mr. Kunal Karu Fernandes, (b) Mrs. Sophia Constance @ Karu Fernandes, married to Mr. Abhishek Rege, (c) Mr. Maxiwell Constance @ Karu Fernandes as his legal heirs being the owners of the said properties.

That the Clause no. 13 of the said Agreement of Joint Development, specifically empowers the Promoters to sell the said Flats and therefore the Promoters are entitled to sell the said flats to the third parties/prospective purchaser.

WHEREAS the Promoter has further for the purpose of development obtained the following license /permissions/ NOC'S from various authorities;

1. Provisional NOC dated 17/4/2013, bearing no. PWD/SDIII/PHE-N/F.10/97/13-14, issued by the Assistant Engineer, Sub-Div. III, DXVII (PHE-N), PWD, Mapusa Goa
2. N.O.C. dated 17/4/2013, bearing no. AE-I (U)/O&M/2013-14/Tech-40/69, issued by Assistant Engineer, Elect. Sub-Divn.I (U) Electricity Department, Mapusa Goa.
3. Provisional NOC dated 26/4/2013, bearing no. UHCM/NOC-Const/2013-14/159, issued by Health Officer, Urban Health Centre, Mapsua Goa.
4. Sanad dated 5/12/2013 bearing no. RB/CNV/BAR/AC-1/58/2013, issued by Office of the Collector, Panaji Goa.
5. License no. 45, dated 9/12/13, issued by Mapusa Municipal Council, Mapusa Goa.

AND WHEREAS the Promoter is entitled and authorised to construct buildings on the said **PROJECT LAND**, in accordance with the recitals herein above;

AND WHEREAS the Promoter is in possession of the **PROJECT LAND**;

AND WHEREAS the Promoter has proposed to construct on the **PROJECT LAND**, a **Real Estate Project** of 3 (Three) Residential Buildings being **BLOCK A , BLOCK B, & Block C** consisting of Apartments/parking slots and have named the Real Estate Project as “ **KUTEER KUNJ** ”

AND WHEREAS the Allottee has agreed to purchase an Apartment Bearing No. \_\_\_\_\_ situated on the Upper Ground/First/Second/Third Floor in the \_\_\_\_\_ wing of the Building called Block A/B/C being constructed in the \_\_\_\_\_ phase of the said Real Estate Project “ **KUTEER KUNJ** ”

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the said Real Estate Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "RERA") and the Rules and Regulations made thereunder with Real Estate Regulatory Authority at GOA and the Authority has duly issued the Certificate of Registration No. \_\_\_\_\_ dated \_\_\_\_\_ for the Project (“RERA Certificate”). A copy of the RERA Certificate is annexed hereto and marked as Annexure

“F” hereto;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS by virtue of the Development Agreement and Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the Sale Consideration (defined herein below) in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of the Title Certificate of the Advocates certifying the right / entitlement of the Promoter and authenticated copy of the Property Card relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architect **MR. ASHWINIKUMAR PRABHU** of **STUDIO ARCHE'TYPE**, Mapusa, Goa and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, and the Allottee after getting fully satisfied with the title of the Project Land, approvals, sanctions and plans obtained by the Promoters has agreed to purchase the said Apartment.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter certifying the right / entitlement of the Promoter and authenticated copies of Property Card in the “D” Form showing the nature of the title of the Promoter to the Project Land on which the Apartments are constructed have been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively.

AND WHEREAS the authenticated copies of the plans as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C'-1'** and **'C-2'**.

AND WHEREAS the Promoter has got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall, if required, obtain any other approvals from an authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and

the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved/proposed plans.

AND WHEREAS the Allottee has approached to the Promoter for purchase of an Apartment No. \_\_\_\_\_ on Upper Ground / First / Second / Third floor in wing \_\_\_\_\_ situated in the building Block No. A / B / C being constructed in the said Real Estate Project. The same is more fully and particularly described in THIRD SCHEDULE hereinunder and hereinafter referred to as the **“SAID APARTMENT”** For the sake of brevity.

AND WHEREAS the carpet area of the **“SAID APARTMENT”** is \_\_\_\_\_ square meters and "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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, The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the **“SAID APARTMENT”**, at or for the price of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) and upon the terms and conditions mentioned in this Agreement (“Sale Consideration”). Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only), being part payment of the Sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the Sale Consideration in the manner appearing hereinafter.

AND WHEREAS, under section 13 of RERA the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually

agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire the said Apartment;

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the said Real Estate Project of Three Buildings, being Block "A" , Block "B", And Block "C" consisting of Apartments / parking slots on the Project Land in accordance with the plans, designs and specifications as approved by the competent authority from time to time.

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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

**3. PURCHASE OF THE APARTMENT AND SALE CONSIDERATION;**

- 3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the **SAID APARTMENT** No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ square meters as per RERA with exclusive balcony/balconies area admeasuring \_\_\_\_\_ square meters, on UPPER GROUND/ FIRST/ SECOND/ THIRD floor in the building BLOCK A/ B /C and more fully and particularly described in the **Third Schedule** hereinunder and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D1' for the Sale Consideration of Rs. \_\_\_\_\_ /- (Rupees Only).
- 3.2. In addition to the carpet area of the said Apartment mentioned hereinabove, there are certain common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** written hereunder, the usage of the same shall be in common with the other Flat

Purchaser(s)/ occupants/users.

- 3.3. As an amenity provided along with the said Apartment, the Promoter has earmarked for the exclusive use of the Allottee covered parking spaces bearing No \_\_\_\_\_ situated at stilt of Building Block A/ B (hereinafter referred to as “said Car Parking”)and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D2'. The said Car Parking is provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the Society or Association or a Limited Company of the Allottees and shall pay such outgoings in respect of the said Car Parking/s as may be levied by Society or Association or a Limited Company Society.
- 3.4. The Promoter has proposed to enclose exclusive balconies attached to the living room and bed room/s of the said Apartment and the Allottee hereby has given consent for such enclosing of balconies and has also agreed that no separate consent in writing of the Allottee in respect of this is required.
- 3.5. The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees, to pay to that Promoter the balance amount of Rs ..... ( Rupees ..... ) in the following manner :
- a) Amount of Rs ..... /-(..... ) (being 20% of the total consideration) to be paid to the Promoter after the execution of Agreement
- b) Amount..... of.....Rs /-( )  
(being 15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.
- c) Amount..... of.....Rs /-( )  
(being 5% of the total consideration) to be paid to the Promoter on completion of the Stilt Floor slab including stilt of the building in which the said Apartment is located.
- d) Amount..... of.....Rs /-( )  
( being 5% of the total consideration) to be paid to the Promoter on completion of the Upper Ground Floor slab of the building in which the said Apartment is located.

- e) Amount of Rs ...../- ( ..... ) (being 5% of the total consideration).....to ..... be paid to the Promoter on completion of the First Floor slab of the building in which the said Apartment is located.
- f) Amount of Rs ...../- ( ..... ) (being 5% of the total consideration).....to ..... be paid to the Promoter on completion of the Second Floor slab of the building in which the said Apartment is located.
- g) Amount of Rs ...../- ( ..... ) (being 5% of the total consideration).....to ..... be paid to the Promoter on completion of the Third Floor slab of the building in which the said Apartment is located.
- h) Amount of Rs...../- ( ..... ) (being 5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- i) Amount of Rs...../- ( ..... ) (being 5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- j) Amount of Rs...../- ( ... ) ( being 5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- k) Amount of Rs...../- ( ..... ) (being 10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
- l) Balance Amount of Rs..... /-( ..... ) (being 5% of the total consideration) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

3.6. The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service

Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- 3.7. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or 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.
- 3.8. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 3.9. 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 occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price sale consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there

is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises as per the next milestone of the Payment Plan. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3.9, shall be made at the same rate per square meter as agreed in Clause 3 above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

- 3.10. 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 its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
4. 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 local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
5. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration as provided in clause 3.5 herein above("Payment Plan"); and all other dues payable by him/her/them and meeting, complying with and fulfilling all his/her/their other obligations under this Agreement.

6. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is **2860.62 square meters** only and the Promoter has utilized Floor Space Index of **2860.62 square meters**. The Allottee has agreed to purchase the said Apartment based on the understanding that any additional FSI by availing of TDR or by payment of premiums or FSI available as incentive FSI or any increase in FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Real Estate

Project, shall belong to Promoter only.

## 7. **HANDING OVER POSSESSION**

7.1. The Promoter shall give possession of the Apartment to the Allottee on or before **31st day of December 2020**. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- a) war, civil commotion or act of God or any force majeure events;
- b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- c) any stay / injunction order issued by any Court of Law, Competent Authority, Government Statutory Authority and/or;
- d) Any other circumstances that may be deemed reasonable by the Authority.

7.2. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee on the possession date (save and except for the reasons as stated in Clause 7.1 above), the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate that may be specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee;

7.3. If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the rate that may be specified in the RERA Rules, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate that may be specified in the RERA Rules.

7.4. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 7.3 above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing 3(three) defaults of payment of the installments of the Sale Consideration, the Promoter shall

be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall be entitled to adjust and recover from the Allottee (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid . Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise

and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoter and the Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

**9. PROCEDURE FOR TAKING POSSESSION;**

- 9.1. Upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer the possession of the Apartment in writing (Possession Notice) to the Allottee. The Promoter agrees and undertakes 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 allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.
- 9.2. The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

**9.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:**

Upon receiving a written intimation from the Promoter as per clause 9.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the time provided in Clause 9.1 above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable,

- 9.4. Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Property including inter-alia, local taxes, infrastructure charges, betterment charges, other indirect taxes of every nature, or such other levies by the concerned Local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen/chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter, at its sole discretion, the Allottee shall pay to the Promoter a provisional monthly contribution of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter to the Society.
10. If within a period 5 (Five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the Apartment 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 RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee

and/or any other Allottee/s in the Real Estate Project.

11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence only. The Allottee shall use the parking space only for purpose of keeping or parking vehicle.

12. **FORMATION OF THE SOCIETY:**

12.1. The Allottee along with other allottee(s) of Apartments in the Real Estate Project shall join in forming and registering a Society or Association or a Limited Company to be known by " **KUTEER KUNJ** " or such other name as the Promoter may decide.

12.2. For this purpose, the Allottee shall, 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 bye-laws or the Memorandum and/or Articles of Association of the proposed Society Association or Limited Company and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Society or Association or Limited Company. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12.3. The Society shall admit all allottees of the Apartment/(s) in the said Real Estate Project as members, in accordance with its bye-laws.

12.4. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold Apartments in the Real Estate Project, if any.

12.5. Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

12.6. The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society or Association or Limited Company, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents,

instruments, papers and writings shall be borne and paid by the Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

**13. TRANSFER TO THE SOCIETY:**

13.1. The Promoter shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Association or Limited Company all the right, title and the interest of the Vendor/Promoter in the Project Land as well as the said structure of the Building in which the said Apartment is situated.

13.2. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter shall not be responsible for the same

14. The Allottee shall before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

- a) Rs..... /- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- b) Rs..... /- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- c) Rs..... /- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- d) Rs...../- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- e) Rs...../- For Deposit towards Water, Electric, and other utility and services connection charges &
- f) Rs \_\_\_\_\_ /- for deposits of electrical receiving and Sub Station

provided in Layout

The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter save and except for amount received under Clause 13 (d) above. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

15. The Allottee shall pay to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society and the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account.
16. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

17. **REPRESENTATION AND WARRANTIES OF THE PROMOTER;**

The Promoter hereby represents and warrants to the Allottee as follows; subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate and subject to the RERA Certificate;

- i. The Promoter has 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 Real Estate Project;

- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- iii. There are no encumbrances upon the Project Land;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Real Estate Project;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, the 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 Real Estate Project, the Project Land and said building/s shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Land, Buildings and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Real Estate Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association 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 Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society;

- 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.
- 18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:
  - i. To maintain the Apartment at the Allottee's own cost (to be borne and paid by Allottee) in good and tenantable repair and condition from the date on which the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment 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 are likely to damage the staircases, lifts, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment, 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 (to be borne and paid by Allottee) all internal repairs to the said Apartment and maintain the Apartment 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 Apartment is situated or the Apartment 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 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 Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and/or the said Organization and of the concerned authorities;
- vii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, facade and/or elevation of the said Building in any manner whatsoever;
- viii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment/Building in any manner whatsoever.
- ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- x. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- xi. 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- xii. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any)
- xiii. 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 Apartments 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiv. Till a conveyance of the Project Land along with the structure of the building in which Apartment is situated is executed in favour of Society or Association or Limited Company, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xv. The Allottee shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;

- xvi. To use the passenger lifts in the said Building/s for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building/s including the said Apartment;
- xvii. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;
- xviii. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed apartment/s in the said Building but the Allottee will pay all such charges without any dispute;
- xix. The open spaces, common entrances, common passages, ducts, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;
- xx. The Allottee shall not display at any place in the said Apartment/Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;
- xxi. Neither the Allottee nor the Organisation, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to, the Promoter under this Agreement and the Allottee and the said Organisation, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and cooperation, to enable it to exercise and avail of the same;

xxii. In the event of Allottee carrying out any unauthorized construction / modification or has caused any damage to the said Apartment or any portion of the said Building or any structure, facility or amenity on the said Project Land, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said

Organisation and/or the concerned government, local or public bodies or authorities in that regard;

19. 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.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/s or of the said Project Land and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE;**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment 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 said Apartment.

22. **BINDING EFFECT;**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as per clause 3.5 above, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned SubRegistrar of Assurances as and when intimated by

the Promoter. If the Allottee(s) 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 of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, 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.

23. **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 apartment/building, as the case may be.

24. **RIGHT TO AMEND;**

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

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

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

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this

Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

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 said Apartment to the total carpet area of all the Apartments in the Project.

28. **FURTHER ASSURANCES:**

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

29. **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's Office, or at some other place which may be mutually agreed between the Promoter and the Allottee, and 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 Mapusa, Goa.

30. The Allottee and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

31. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: (Allottee's Address):

Notified Email ID:

Promoter name: KUTEER REALTORS

Address: 6/7 Sagar Park Co Operative Soccity Ltd,

Opposite Bharat Petroleum, Sagarseth

Vasai, Maharashtra, 401 201

Notified Email ID: sanjaynraut2003@yahoo.com

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D 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.

32. **JOINT ALLOTTEES:**

In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes be considered as properly served on all the Allottees.

33. **STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards Stamp Duty and Registration and incidental charges of this Agreement/Sale deed shall be borne by the Allottee alone.

34. **DISPUTE RESOLUTION:**

Any dispute or differences between parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle the dispute or differences amicably, such dispute or differences shall be referred to the **GOA REAL ESTATE REGULATORY AUTHORITY** as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

35. **GOVERNING LAW;**

This Agreement and the rights, entitlements 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 of Law in Mapusa, will

have the exclusive jurisdiction with respect to all the matters pertaining to Agreement.

36. That the possession of the said Apartment is not handed over to the Allotee and that the possession of the said Apartment shall be handed over at the time of Execution of the Sale deed.
37. That for the purpose of stamp duty the said Flat is valued at **Rs.** \_\_\_\_\_ /- **(Rupees \_\_\_\_\_ Only)** and stamp duty of **Rs.** \_\_\_\_\_ /-, which is rounded upto **Rs.** \_\_\_\_\_ /- is affixed herewith

**Property – I**

All that Property known as of 'VANGORBATA', located at Cunchelim, Mapusa Goa, in the Taluka of Bardez, North Goa in the State of Goa, surveyed under Chalta no. 17 of P. T. Sheet no. 9 of City Survey Mapusa-Goa and admeasuring an area of 2572 sq.mts.. the same being described in the Land Registration Office of Bardez under no. 28806 of Book B 74 (New) and in the Taluka Revenue Office under no. 730 and 772 of third circumscription of Mapusa – Goa and being bounded as under;

East: by Properties bearing Survey no. 72, Sub- Div. no. 3 of P.T. Sheet no. 9;

West: by nalla;

North: by nalla;

South: by Properties bearing Survey no. 17 of P.T. Sheet no. 9;

**Property – II**

All that Property known as 'VANGOR BATTATA' or 'VANGOR BATA' located at Cunchelim, Mapusa-Goa, in the Taluka of Bardez, North Goa, in the State of Goa, surveyed under Chalta no. 17A of P.T. Sheet no. 9 of City Survey of Mapusa-Goa and admeasuring an area of 1005 sq.mts. consist of two plot of 341 sq.mts. and 625 sq.mts. total admeasuring an area of 1005 sq.mts. The same being described in the Land Registration Office of Bardez under no. 28806 of Book B 74 (new) and in the Taluka Revenue Office under no. 730 and 772 of third circumscription of Mapusa Goa and being bounded as under;

East: by Properties bearing Survey no. 72, Sub-Div. no. 3 of P.T. Sheet no. 9;

West: by nalla;

North: by Properties bearing Survey no. 17 of P.T. Sheet no. 9;

South: by Mapusa-Siolim Road;

**SECOND SCHEDULE ABOVE REFERRED TO: (Description of the Common Areas  
and Facilities in the said Real Estate Project)**

- i. The entire land for the Real Estate Project,
- ii. The stair cases, lifts, staircase and lift lobbies and common entrances and exits of buildings;
- iii. The common terraces, play areas, open parking areas;
- iv. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- v. Installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy;
- vi. The water tanks, well, septic tanks, sumps, motors and all apparatus connected with installations for common use;

- vii. All community and commercial facilities as provided in the real estate project;
- viii. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

**THIRD SCHEDULE ABOVE**

**REFERRED TO: (Description of the  
Said Apartment)**

All that Apartment bearing No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ square meters with exclusive balcony area admeasuring \_\_\_\_\_ square meters, on UPPER GROUND/ FIRST/ SECOND/ THIRD floor in the building BLOCK A/ B/C in the Real Estate Project known as KUTEER KUNJ being constructed on the Project Land (more particularly described in the First Schedule). The said Apartment is shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexures 'C'.

**IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mapusa, Goa in the presence of attesting witness, signing as such on the day first above written.**

**SIGNED AND DELIVERED BY THE WITHIN**

**NAMED Allottee: (including joint buyers)**

(1)

(2)

**At Mapusa, Goa on \_\_\_\_\_**

**in the presence of WITNESSES:**

**1. Name**

**Signature \_\_\_\_\_**

**2. Name**

**Signature \_\_\_\_\_**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Promoter:**

**KUTEER REALTORS**

**By the hand of its Authorized**

**Signatory Mr. Sanjat Narendra**

**Raut in the presence of**

**WITNESSES:**

**Name**

**Signature \_\_\_\_\_**

**Name**

**Signature \_\_\_\_\_**

**The Promoter**

L.H.S. Prints

R.H.F.  
Prints

(1) \_\_\_\_\_ (1) \_\_\_\_\_

(2) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (3) \_\_\_\_\_

(4) \_\_\_\_\_ (4) \_\_\_\_\_

(5) \_\_\_\_\_ (5) \_\_\_\_\_

**PURCHASER NO.1**

L.H.S. Prints

R.H.F.  
Prints

(1) \_\_\_\_\_ (1) \_\_\_\_\_

(2) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (3) \_\_\_\_\_

(4) \_\_\_\_\_ (4) \_\_\_\_\_

(5) \_\_\_\_\_ (5) \_\_\_\_\_

**PURCHASER NO.2**

L.H.S. Prints

R.H.F.  
Prints

(1) \_\_\_\_\_ (1) \_\_\_\_\_

(2) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (3) \_\_\_\_\_

(4) \_\_\_\_\_ (4) \_\_\_\_\_

**Witnesses:-**

**35**

(5) \_\_\_\_\_ (5) \_\_\_\_\_

(1)

**2.**

RECEIPT

Received of and from the Allottee abovenamed the sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) as part payment towards the Sale Consideration under this Agreement.

We say received.

For KUTEER REALTORS

( \_\_\_\_\_ )

Authorized Signatory

Witnesses:

1.

2.

## List of Annexures

1.	Annexure "A"	Title Certificate issued by Advocates
2.	Annexure "B"	Authenticated copy of Property Card showing nature of the title of the Promoter to the Project Land
3.	Annexure "C1" & "C2"	Authenticated copies of the plans of the Layout as approved by the concerned Local Authority
4.	Annexure "D1" & "D2"	Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority
5.	Annexure "E"	Specification and amenities for the Apartment
6.	Annexure "F"	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority, Goa

**DATED THIS\_ DAY OF \_\_\_\_\_ 20**

**BY AND**

**BETWEEN**

**KUTEER**

**REALTORS**

**THE**

**PROMOTER**

**AND**

**Mr./Mrs/Miss/Master/M/s.**

**THE ALLOTTEE**

**AGREEMENT FOR SALE**