AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and Registration at Vasco-da-Gama, State of Goa, on this …….. day of ……., 2018

B E T W E E N

1. **LATE MR. RUKMANA alias RAJU GANGARAM DONGARE**, (Dead on 18th February 2018) his legal heir **MR. KARAN RUKMANA alias RAJU DONGARE** son of late Mr. Rukmana Dongare age 25 years, unmarried, business, having **PAN** Card bearing No.**BGGPD0941N**, Aadhaar Card No. **----------**, Mobile No. **----------**, Indian National, resident of Om Shanti, house No. 65/A/2/3, Bharebhat, Alpha Colony, Arlem, Raia, Margao, Goa, and
2. **MR. RANJEET PRABHAKAR CHAVAN**, son of Mr. Prabhakar Chavan, age 44 years, unmarried, business, having **PAN** Card bearing No.**AICPC2220Q**, Aadhaar Card No. **5517 1900 3105**, Mobile No. **----------**, Indian National, resident of Bazar Peth, Nandgad, Tal- Khanapur, Distict Belgaum, Karnataka, hereinafter called the **"DEVELOPERS/OWNERS" (**which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its heirs, legal, representatives, executors, administrators and assigns) of the **FIRST PART**

A N D

1. MRS……., daughter of …….. and wife of Mr……., aged …….years, married, Service, holding **PAN** Card No……., **Aadhaar** card No.**7**……., **Mobile No**…… and her husband,

2. MR……., son of ……., aged ……. years, married, Service, holding **PAN** Card No……., **Aadhaar** Card No……, **Mobile No.** ……., hereinafter called the **"PURCHASER/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

WHEREAS there exists a part and parcel of land identified as **'LOTE No.16 SEM DENOMINACAO ESPECIAL'** total admeasuring an area of 29,981 m2, particularly registered in the Office of Sub-Registrar Mormugao under no.1166 at pages 424 to 430 of Book No. I, Volume No. 30, which property is hereinafter referred to as the **"SAID PROPERTY"** and more particularly described in detail in the **SCHEDULE—I.**

AND WHEREAS Plot No.22 forming part of the larger property described in **SCHEDULE—I,** total admeasuring an area of 724 m2, Surveyed under Chalta No. 17 of P.T. Sheet No. 126-A in the office of the city survey, Mormugao, which property is hereinafter referred to as the **"SAID PLOT"** and more particularly described in detail in the **SCHEDULE—II.**

AND WHEREAS the Late Mr. Rukmana alias Raju Gangaram Dongare and Mr. Ranjeet P. Chavan is the sole and exclusive Owners in possession of the Said Plot having purchased the same vide the Deed of Sale dated 20.06.2013 duly registered in the office of the Sub-Registrar of Marmugao under No. 1063 at pages 31 to 52 of book No. I, Volume No. 1563 dated 10.07.2013.

AND WHEREAS Late Mr. Rukmana alias Raju Gangaram Dongare was expired on 18th February 2018 leaving behind his wife Smt. Meera Dongare and two sons namely Mr. Karan Dongare and Mr. Suraj Dongare as his sole and universal heirs and successor, the inventory proceeding are already initiated in the Court of Civil Judge Senior Division at Margao and it will take time to conclude and therefore Mr. Karan Dongare registered his Affidavit cum Declaration and accept all responsibility as a Developer/Owners of the said project namely as " SIDDHAKALA SANKUL" before the Notary Public Adv. Ravindra F. Ayir, Margao registered at serial No. 2837 dated 23.04.2018.

AND WHEREAS on 03.09.1979, Sanad issued under no. RB/CNV/38/79/3132 dated 03.09.1979 for conversion of 724 m2 of Surveyed under Chalta No. 17 of P.T. Sheet No. 126-A in the office of the city survey, Mormugao, Goa.

AND WHEREAS on 13.01.2017 Developer/Owners obtained Development Permission from the Mormugao Planning and Development Authority under No. MPDA/1-D-302/216-17/1419 dated 13.01.2017.

AND WHEREAS on 20.03.2017 the Developer/Owners obtained Construction License from the Marmugao Muncipal Council, Vasco da Gama, Goa vide Construction License No. 38/2016 for the construction of the multi-family dwelling and Compound Wall in the SAID PROPERTY.

AND WHEREAS the Office of the Goa State Pollution Control Board, Marmugao -Goa, has issued an Order for Consent to Establish under S. 26 of the Water (Prevention and Control Of Pollution) Act of 1974 and S.21 of the Air (Prevention and Control of Pollution) Act of 1981, for the installation of sewage treatment plant in pursuance of above development to the Builder/Developer herein, dated --------- under no. ----------.

AND WHEREAS the Architect Mr. Viraj Dessai, having No.AR/0026/2011 has issued a Estimate for construction of a Residential Building in the above Said Plot.

AND WHEREAS the Sub Registrar of Marmugao- Goa has issued a Nil Encumbrance Certificate for the Said Plot under Certificate No. 591 of 2017 dated 19.06.2017.

AND WHEREAS the Directorate of Fire and Emergency Services, Marmugao - Goa has issued a No Objection Certificate for the Said Plot under Certificate No. ----------dated ---------,to the Builder/Developer herein.

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

AND WHEREAS by virtue of the above deeds of conveyance executed the Developer/Owners has sole and exclusive right to sell the Apartments in

the said building/s to be constructed by the Developer/Owners on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS the Developer/Owners has since started the execution of construction of the Buildings in the proposed complex named as **"SIDDHAKALA SANKUL"** to be constructed in the said property.

AND WHEREAS the Developer/Owners has opened the plans for sale on ownership basis, the residential apartments in the proposed complex named as **"SIDDHAKALA SANKUL"** to be constructed in the said property.

AND WHEREAS on demand from the allottee, the Developer/Owners has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Owners's Architects Mr. Viraj Dessai 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 the Rules and Regulations made thereunder; and the allotee has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Shailesh Redkar, F-16, 1st floor, Residential cum Commercial Complex, Behind Maruti Mandir, Rumdamol, Davorlim, Marmugao, Goa dated 29.05.2017, showing the nature of the title of the Developer/Owners to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Developer/Owners and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and

approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the Developer/Owners has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals, if any from various 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 Developer/Owners 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 Developer/Owners has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Purchaser approached Developer/Owners to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential **Flat bearing No.** ……, situated on the …….. **Floor** admeasuring an area of …….. **sq. mtrs.**, of the **Block** '……..', in the complex named **"SIDDHAKALA SANKUL"** on ownership basis, hereinafter the flat is referred to as **"THE SAID FLAT"** described in the **Schedule-III** hereunder written and shown in the plan annexed and the Developer/Owners has agreed to construct the same for the Purchaser and the parties have accordingly agreed on the following terms and conditions.

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, prior to the execution of these presents the Allottee has paid to the Developer/Owners a sum of Rs..... (Rupees .....) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Developer/Owners to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Developer/Owners both hereby admit and acknowledge) and the Allottee has agreed to pay to the Developer/Owners the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Developer/Owners has/will register the Project under the provisions of the Real Estate (Regulation &Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under no. ;

AND WHEREAS, under section 13 of the said Act the Developer/Owners 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 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Owners hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Developer/Owners shall construct the said building/s consisting of basement and ground and seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Developer/Owners 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.

1.a (i) The Allottee hereby agrees to purchase from the Developer/Owners and the Developer/Owners hereby agrees to sell to the Allottee Apartment No. ..... of the type ..... of carpet area admeasuring ..... sq. metres. The apartment shall also have an exclusive carpet area of balcony of ..... sq. metres with an exclusive terrace area ..... sq. metres, if any on ..... floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. ..... which includes the the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) Parking allotted to said unit is exclusive / dedicated parking, single parking only. And is on first come first serve basis .and the dedicated parking is completely occupied.

(iii) The units which have been allotted parking will be sold/allotted with the unit apartment for resale. Also, during resale of the said unit to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the buyer/purchaser along with the said unit.

(iv) The Allottee hereby agrees to purchase from the Developer/Owners and the Developer/Owners hereby agrees to sell to

the Allottee covered parking/ Garrage spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including covered car parking spacesis thus Rs. ...../

1(c)(i) The above said sum of **Rs. ----------/- (Rupees ---- --------Only)** includes the cost of the construction of the said unit and also the cost of the customized amenities in the said unit as per the unit holder's requirement. It is clarified that while above said sumdoes not include the rights to the Terrace. **Exclusive right of terrace is allotted only to the Owners /Unit Holders of the top floor of apartments.**

1(c)(ii) If the UNIT HOLDERS commits default in payment of any of the installments aforesaid on its respective due dates, as per schedule no. IV and/or in observing and performing any of the terms and conditions of this Agreement, the Developer/Owners shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Developer/Owners shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Developer/Owners, after forfeiting an amount of Rs. 2,00,000 /- (Rupees two lacs only) without any further amount by way of interest or otherwise.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Owners by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/Owners) up to the date of handing over the possession of the [Apartment/Plot].

1(e) 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 Developer/Owners 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 Developer/Owners 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(f) The Developer/Owners 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 rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Developer/Owners.

1(g) The Developer/Owners 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 Developer/Owners. If there is any reduction in the carpet area within the defined limit then Developer/Owners 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 allotted to Allottee, the Developer/Owners 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(h) The UNIT HOLDERS agrees to pay the Developer/Owners Rs ----------/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.

1(i) The UNIT HOLDERS agrees to pay the Developer/Owners Rs ----------/- as a non refundable amount towards legal charges.

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

Note: Each of the installments mentioned in the sub clause (ii) and (iii) of Clause 1(c)shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Developer/Owners 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 Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Developer/Owners as well as the Allottee. The Developer/Owners shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 subject to all the

allottees have paid all the consideration and other sums due and payable to the Developer/Ownerss as per the agreement. 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 Developer/Owners as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Developer/Owners hereby declares that the Floor Area Ratio available as on date in respect of the project land is 724 square meters only and Developer/Owners has planned to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control 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. The Developer/Owners has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/Owners by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Owners only.

4.1 If the Developer/Owners fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Developer/Owners agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the 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 Developer/Owners, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Developer/Owners under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Developer/Owners.

4.2 Without prejudice to the right of Developer/Owners 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 Developer/Owners under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Developer/Owners shall at his own option, may terminate this Agreement: Provided that, Developer/Owners shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Developer/Owners within the period of notice then at the end of such notice period, Developer/Owners shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer/Owners shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/Owners) within a period of sixty days of the termination, the installments of sale Consideration of the Apartment which may till then have been paid by the Allottee to the Developer/Owners and the Developer/Owners 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 or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Developer/Owners in the said building and the Apartment as are set out in Annexure, annexed hereto.

6. The Developer/Owners shall give possession of the Apartment to the Allottee on or before..... day of

.....20…….. If the Developer/Owners fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer/Owners shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer/Owners received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer/Owners 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

(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(A) Procedure for taking possession - The Developer/Owners, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer/Owners shall give possession of the [Apartment/Plot] to the Allottee. The Developer/Owners agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Owners. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/Owners or association of allottees, as the case may be. The Developer/Owners on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

(B) Transfer charges are applicable at the rate of Rs. -----/- sq.mt. Upon obtaining Occupancy Certificate the Developer/Owners shall

execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Developer/Owners to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Developer/Owners as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Developer/Owners by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer/Owners shall give possession of the [Apartment/Plot] 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 the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Developer/Owners any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Owners 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 Developer/Owners, compensation for such defect in the manner as provided under the Act. In case the allotees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to

the adjoining apartments/s, then in such an event the Developer/Owners shall not be liable to rectify or pay compensation. But the Developer/Owners 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.

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

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer/Owners may decide 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 bye-laws of the proposed Society and duly fill in, sign and return to the Developer/Owners within seven days of the same being forwarded by the Developer/Owners to the Allottee, so as to enable the Developer/Owners to register the common organization of Allottee. 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.

9.1 Within 15 days after notice in writing is given by the Developer/Owners to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/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 the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Developer/Owners such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer/Owners provisional monthly/yearly contribution of Rs. ---------/- per 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 and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Developer/Owners to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer/Owners, the following amounts :

(i) Rs. -------/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. -------/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. -------/- for proportionate share of taxes (GST on Maintenance Charges)and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv)Rs -------/- for deposit towards two years advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs -------/- For Deposit towards Electric connection charges

(vi) Rs. -------/- for electricity Meter Charges

(vii) Rs.-------------/- For Water Meter Charges

(viii) Rs -------/- for deposits of electrical receiving, transformer Charges

(ix) Rs. -------/- as legal charges.

(x) Rs. -------/- as infrastructure Tax.

(xi) Rs. -------/- as Corpus in respect of the Society Deposit or Limited Company/Federation/Apex Body.

(xii) Rs. ..... as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Developer/Owners a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer/Owners in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. 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 Developer/Owners, 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 Developer/Owners, 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.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/OWNERS

The Developer/Owners hereby represents and warrants to the Allottee as follows:

i. The Developer/Owners 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 Project;

ii. The Developer/Owners 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 except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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 building/wing shall be obtained by following due process of law and the Developer/Owners has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Developer/Owners 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 Developer/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 [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Developer/Owners confirms that the Developer/Owners is not restricted in any manner whatsoever from selling the said [Apartment/Plot]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 Developer/Owners shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Developer/Owners 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 Developer/Owners in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer/Owners as follows :

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date 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 likely to damage the staircases, 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 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 Developer/Owners 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 Developer/Owners 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 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.

vii. Pay to the Developer/Owners within fifteen days of demand by the Developer/Owners, 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 building in which the Apartment 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 Apartment 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 Apartment until all the dues payable by the Allottee to the Developer/Owners 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 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.

15. The Developer/Owners shall maintain a separate account in respect of sums received by the Developer/Owners 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 Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment 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 Developer/Owners until sold/allotted.

17. DEVELOPER/OWNERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/Owners executes this Agreement he shall not mortgage or create a charge on the Apartment / Plot 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 such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer/Owners does not create a binding obligation on the part of the Developer/Owners 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 SubRegistrar as and when intimated by the Developer/Owners. If the Allottee(s) fails to execute and deliver to the Developer/Owners 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 Developer/Owners, then the Developer/Owners 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. 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/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act 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.

23. 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 [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of

exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Owners through its authorized signatory at the Developer/Owners's Office, or at some other place, which may be mutually agreed between the Developer/Owners and the Allottee, after the Agreement is duly executed by the Allottee and the Developer/Owners or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Developer/Owners shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer/Owners will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Developer/Owners as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer/Owners 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: _____

M/s Developer/Owners name:

MR. KARAN DONGRE,
resident of Om Shanti, house No. 65/A/2/3,
Bharebhat, Alpha Colony, Arlem, Raia,
Margao, Goa,
MR. RANJEET CHAVAN,
resident of Bazar Peth, Nandgad,
Tal- Khanapur, Distict Belgaum,
Karnataka.
Notified Email ID: _____

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Developer/Owners 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.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. 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, thereunder.

31. 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 the state of Goa will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____(city/town name) in the presence of attesting witness, signing as such on the day first above written.

Schedule Above Referred to

SCHEDULE- I
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT part and parcel of land identified as **'LOTE No.16 SEM DENOMINACAO ESPECIAL'** total admeasuring an area of 29,981 m2, situated at Vaddem, within the limits of Marmugao Muncipal Council, Taluka and Sub-District Marmugao, District of South Goa, State of Goa, neither described in the land registration office of Marmugao, nor enrolled in the taluka revenue Office of Marmugao, particularly registered in the Office of Sub-Registrar Mormugao under no.1166 at pages 424 to 430 of Book No. I, Volume No. 30, State of Goa and is bounded as follows:

Towards the North :- By the remaining portion of Said Lote No.16 granted on Aforamento basis to Roque Aleixo Rebello;

Towards the South :- By the remaining portion of Said Lote No.16 of the Communidade of Vaddem;

Towards the East :- By the remaining portion of Said Lote No.16 of the Communidade of Vaddem; and

Towards the West:- By the properties belonging to Antonio Micael De Azaredo Nagindra Porobo Moio Francisco Jose Correia and others.

SCHEDULE- II
(DESCRIPTION OF THE SAID PLOT)

ALL THAT part and parcel of land identified as **'LOTE No.16 SEM DENOMINACAO ESPECIAL'**, Plot No.22 forming part of the larger property described in **SCHEDULE—I**, total admeasuring an area of 724 m2, Surveyed under Chalta No. 17 of P.T. Sheet No. 126-A in the office of the city survey, Mormugao and is bounded as follows:

Towards the North :- By Plot No.21;

Towards the South :- By the property of Mr. Rodrigues;

Towards the East :- By Access Road;

Towards the West :- By Plot No.26.

SCHEDULE - III

(Description of the Flat)

ALL THAT said **Flat No.** ….. situated on the …….**Floor** of **Block** '…….', admeasuring an area of …….. **sq. mtrs.**, in the complex named **"SIDDHAKALA SANKUL"** along with ……**car park** and with undivided right, title and interest in the said property proportionate to the super built-up area of the said flat located in the property more particularly described in Schedule- I hereinabove written.

S C H E D U L E – IV

(MODE OF PAYMENT)

MODE OF PAYMENT

On booking & signing	10%
On Completion of Plinth	08%
On Completion of Ground/Stilt Floor Slab	08%
On Completion of 1st slab	06%
On Completion of 2nd slab	06%
On Completion of 3rd slab	06%
On Completion of 4th slab	06%

On Completion of 5th slab		06%
On Completion of 6th slab		06%
On Completion of 7th slab		06%
On Commencement of Masonry	06%	
On Commencement of Electrical Wiring		04%
On Commencement of Internal Plaster		03%
On Commencement of Plumbing		03%
On Commencement of External Plaster		02%
On Commencement of External Paint	02%	
On Commencement of Tiling	02%	
On Commencement of wood work	03%	
On Commencement of External Windows		03%
On Commencement of Internal Paint		03%
On Handing over	01%	
TOTAL	**100%**	

S C H E D U L E - V

(Specification of the said flat)

SPECIFICATIONS

1) STRUCTURE:

The Structure shall be stilt plus four floors with RCC frames as per designs approved by the authorities.

2) WALLS:

The external walls shall be of 200/230 MM thick brick/laterite or concrete/clay blocks and internal wall in single brick type masonry.

3) FLOORING:

The flooring shall be Vitrified tiles with matching skirting.

4) FITTINGS:

a) Sanitary Fittings – Jaquar or equivalent brand.

b) Bath Fittings – Jaquar or equivalent brand.

c) Electrical Fittings – Anchor or equivalent brand.

5) PAINT:

Premium paints – Asian Paints or equivalent brand.

6) DOORS:

a) Entrance Door – Teak wood frame and Teak wood panels.

b) Internal Doors – Timber core flush doors.

7) WINDOWS:

aluminium sliding windows.

Toilet window will be powder coated aluminum adjustable louvers with 4 mm frosted glass.

8) ELECTRICAL INSTALLATION:

(ACCORDING TO BHK, THE ELECTRICAL PHASE WILL BE .i.e 1/2/3 phase)

3 phase electrical connection with premium quality concealed wiring and modular switches of Anchor Roma or equivalent brand.

The installation shall be in concealed wiring as follows:

i) Bedroom:

All bedrooms will have 2 light points, 1 fan point, 1 AC point and 3 5AMP points.

ii) Living/Dining:

4 light points, 2 fan points, 1 T. V. point, 3 5AMP points, 1 telephone point, 1 bell point.

iii) Kitchen:

2 light points, 2 15AMP points, 2 5 AMP points, 1 5 AMP point for water purifier. 1 washing machine point, 5 AMP plug point for exhaust.

iv) Toilet:

2 light points, 1 15amp power point for geyser, 5amp plug point for exhaust.

9) WATER TANK: A common underground sump with common electric pump and a common overhead tank will be provided.

10) AMENITIES: i) 24 hour security, ii) Secured gated complex with a compound wall, iii) internal Driveway, iv) Stilt car park, v)Lifts in every Block, vi) Generator power back up for lift, vii)Landscape Garden and viii)Swimming Pool subject to government approvals.

11) Kitchen Platform of 3 mts length will be provided and 2 feet width with kitchen dado with 2 feet height including kitchen sink.

SIGNED AND DELIVERED

BY THE WITHINNAMED

"THE DEVELOPER/OWNERS"

OF THE FIRST PART

MR. KARAN DONGARE

MR. RANJEET CHAVAN

DEVELOPER/OWNERS

1._____1._____

2._____2._____

3._____3._____

4._____4._____

5._____5._____

SIGNED AND DELIVERED

BY THE WITHINNAMED

"THE ALLOTTEE/UNIT

HOLDERS" OF THE SECOND

PART

_____

ANNEXURE – A

Name of the Attorney at Law/Advocate- Adv. Shailesh Redkar,

Address : F-16, 1st floor, Residential cum Commercial Complex, Behind Maruti Mandir, Rumdamol, Davorlim, Marmugao, Goa,

Date : 29.05.2017

Title Report

Details of the Title Report

The Schedule Above Referred to –

ALL THAT part and parcel of land identified as **'LOTE No.16 SEM DENOMINACAO ESPECIAL'**, Plot No.22 forming part of the larger property described in **SCHEDULE—I**, total admeasuring an area of 724 m2, Surveyed under Chalta No. 17 of P.T. Sheet No. 126-A in the office of the city survey, Mormugao, State of Goa

Place:

Dated ……..day of ..... 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Developer/Owners to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Developer/Owners and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE –D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE –E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)