

FINAL DRAFT -30.11.2020

AGREEMENT FOR ASSIGNMENT AND SALE OF RIGHTS

This **AGREEMENT FOR ASSIGNMENT AND SALE OF RIGHTS**
is made at Panaji, Goa on this ____ day of ____of the year ____ [/ / ____].

BETWEEN

I. **MILROC GOOD EARTH DEVELOPERS**, (PAN NO. [REDACTED]), a partnership firm duly constituted under the Indian Partnership Act, 1932, having its office at 501, Fifth floor, Milroc Lar Menezes, Swami Vivekanand Road, Panaji, Goa, herein represented by its Partners, (1) **MRS. ALLAPARTHI NAGAMANGA**, (PAN NO. [REDACTED]), (AADHAR CARD NO. [REDACTED]) wife of Mr. Allaparthi Durga Prasad, aged ____ years, Indian National, married, In business, and (2) **MR. ALLAPARTHI DURGA PRASAD**, (PAN NO. [REDACTED]), (AADHAR Card No. [REDACTED]), son of Mr. Allaparthi Gopalkrishna Murthy, aged ____ years, Indian National, Married, Businessman, both residing at “Vaishnavi Nilayam”, H. No. 21/453/A1, 1, Nagali Hills, Dona Paula, Goa, represented herein by the Partner no. 1 vide Power of Attorney dated 28/04/2018, executed before the Notary Mrs. Ujwala T. Kauthankar found registered under the no.700/POA/2018 on 28/04/2018 at Panaji, Goa, hereinafter referred to as the **“VENDORS/ASSIGNORS/DEVELOPERS”**, (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partners of the said firm for time being, their respective heirs, successors, legal representatives and assigns,) **OF THE FIRST PART;**

II. (a) **MR./MRS.** _____, (PAN NO. _____), (AADHAR CARD No. _____), son/wife of Mr. _____, aged ____ years, Service/business, Married/ Single, Indian National/ Overseas Citizen of India (OCI Card No. _____), Passport No. _____, Contact No. _____, R/o _____, Pin Code: _____, and (b) **MR./MRS.** _____, (PAN NO. _____), (AADHAR CARD No. _____), wife /son of Mr. _____, aged ____ years, Service/business, Married/ Single, Indian National/ Overseas Citizen of India (OCI Card No. _____), Passport No. _____, Contact No. _____, R/o _____, Pin Code: _____, hereinafter referred to as the **“PURCHASER/s / ASSIGNEE/s ”**, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include **his/her/their** heirs, successors, legal representatives and assigns), **OF THE SECOND PART; AND;**

III. **ADARSH CO-OPERATIVE HOUSING SOCIETY LIMITED**, a Society registered on 27/03/1965, under section 9 of the Maharashtra Co-operative Societies Act, 1960, as applied to the then territory of Goa, Daman and Diu, as Housing Society, with sub classification as Tenant co-partnership Housing Society, with sub classification as tenant Co-partnership Housing Society under clause 5(b) of Rule 9(1) of the Co-operative Housing Society Rules, 1962, framed thereunder, with the registration Code no.HSG-(b)-4-/Goa with the Assistant Registrar of Cooperative Societies, having its registered office at Caranzalem, Tiswadi, Goa, (PAN No. [REDACTED]), represented herein by its Office Bearers viz. **(i) Chairman** - MR. KIRAN D. SIRSAT, (PAN No. [REDACTED]) Aadhar Card No [REDACTED], aged 63 years, son of Shri. Dinkar Keshav Sirsat, In business, married, Indian National and resident of 5th Floor, Residencia Esmeralda, Shankar Wadi, Taleigao, Caranzalem, North Goa, 403002, **(ii) Secretary**- MR. ARVIND A. KAMAT WAGH, (PAN No. [REDACTED]), (Aadhar Card No. [REDACTED]), aged 73 years, son of Shri. Anant Wagh, Retired, married, Indian National and resident of H.No. 256/5 C-2, Adarsh Colony Caranzalem, Near Telephone Exchange, Caranzalem, Panaji, Goa, 403002 and **(iii) Treasurer** MR. DEEPAK D'SOUZA, (PAN No. [REDACTED]), (Aadhar Card No [REDACTED]), aged 62 years, son of Shri. Anthony John D'Souza, Retired, married, Indian National and resident of H.No. 257/5, Adarsh Colony, DL2, Near Adarsh Bus Stop Tonca, Caranzalem, Tiswadi, North Goa, 403002, pursuant to the resolutions passed in the General Body Meeting of the members of the society held on 3rd February 2019 and 8th September 2019, all represented herein by their duly constituted attorney **MR. ALLAPARTHI DURGA PRASAD** , (PAN NO [REDACTED]), (AADHAR Card No. [REDACTED]), son of Mr. Allaparthi Gopalkrishna Murthy, aged 58 years, Indian National, Married, Businessman, both residing at "Vaishnavi Nilayam", H.No. 21/453/A, 1, Nagali Hills, Dona Paula, Goa, vide Power of Attorney dated 10th September 2019 at Panaji, Goa executed before the Notary Mrs. Ujwala T. Kouthankar and found registered under no. 1249/POA/2019, hereinafter referred to as the **"CONFIRMING PARTY/SOCIETY"**, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its members, successors-in-title, legal representatives and assigns) of the **THIRD PART.**

WHEREAS:-

1. There exists a property totally admeasuring 6887.00 sq.mts and is surveyed under Chalta No.5 to 19 and 36 of P. T. Sheet No.143 of the City Survey, Panaji, Goa, more particularly described in Schedule I hereinafter written and shall hereinafter be referred to as the “**SAID PROPERTY**”.
2. The **CONFIRMING PARTY/SOCIETY** herein is registered and classified as Housing Society with Sub Classification as Tenant Co-partnership Housing Society, under clause clause 5(b) of Rule 9(1) of the Co-operative Housing Society Rules,1962, framed thereunder, registered on 27/03/1965 with the registration Code no. HSG-(b)-4-/Goa with the Assistant Registrar of Cooperative Societies, having its registered office at Caranzalem, Tiswadi, Goa.
3. The **CONFIRMING PARTY/SOCIETY** is the owner of the **SAID PROPERTY** having purchased the same by virtue of Deeds of Sale dated (i) 14/01/1966, registered in the office of the Sub Registrar of Ilhas at Panaji, Goa, under no.106, Volume no.5 of Book No. I, pages 56 to 60 on 20/06/1966 and (ii) 01/12/1973 registered in the office of the Sub Registrar of Ilhas at Panaji, Goa, under the no.741, Volume no.80 of Book No.I, pages 131 to 136, on 27/12/1973.
4. The **CONFIRMING PARTY/ SOCIETY** has constructed 7(seven) buildings consisting of 56 residential flats in the SAID PROPERTY and has allotted the same to its existing 56 members, presently occupying the flats.

AND WHEREAS:

5. By a resolution passed by the members of the **CONFIRMING PARTY/SOCIETY** in the Special General Body Meeting held on 3rd February, 2019, it was resolved by the members of the **CONFIRMING PARTY/SOCIETY** that the redevelopment of the **SAID PROPERTY** to construct new buildings in place of the existing buildings, in the **SAID PROPERTY** be entrusted to the **VENDORS/ ASSIGNORS/ DEVELOPERS**.

6. The **CONFIRMING PARTY/SOCIETY** entered into an Agreement for Redevelopment of the **SAID PROPERTY** dated 10th September 2019, with the **VENDORS/ASSIGNORS/DEVELOPERS** executed before the Notary Mrs. Ujwala T. Koutankar under reg. no. 1248/AGR/2019 on 10/09/2019 at Panaji, Goa, interalia, with the following terms:
- a. To carry out the redevelopment of the **SAID PROPERTY** by demolishing the existing 7 (seven) buildings.
 - b. To carry out the redevelopment in terms of order no. 36/1/TCP/289/2016/5212 dated 26/12/2016 issued by the North Goa Planning and Development Authority, Panaji, Goa, duly notified in the official Gazette- Extraordinary no.38, Series III dated 28/12/2016, based on which the SAID PROPERTY is zoned as “Commercial (C1) Zone”, with a floor area ratio (FAR) of 200.
 - c. The **VENDORS / ASSIGNORS / DEVELOPERS** to construct, after demolishing the old buildings in the **SAID PROPERTY**, 6 (Six) new buildings, namely Building A, B, C, D, E & F, with basement plus stilt, plus eight floors, totally consisting of 112 flats i.e. 80 – 3BHK flats and 32 -2BHK flats, along with car parking slots in basement and stilt within the permissible limit of 200 FAR. This project will be known as, **“ADARSH CO-OPERATIVE HOUSING SOCIETY LIMITED, a project by Milroc Good Earth Developers”** which project shall hereinafter be referred to as the **SAID BUILDING PROJECT**.
 - d. Out of the aforesaid 112 residential premises/flats, 44 flats [i.e. 8 (Eight) 2BHK flats in proposed building E and 36 (Thirty-Six) 3BHK flats in the proposed buildings A, B, C, D and F] to be constructed in the **SAID PROPERTY** along with all the remaining balance car parking slots shall be allotted to the **VENDORS / ASSIGNORS / DEVELOPERS** in consideration of redevelopment of the **SAID PROPERTY**.
 - e. It is expressly agreed between the **VENDORS/ ASSIGNORS/ DEVELOPERS** and the **CONFIRMING PARTY/SOCIETY**, that the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall be entitled to

assign their right to any of the premises/flats agreed to be allotted to them as mentioned in recital paragraph 6 (d) hereinabove, which right is acquired by it in terms of the said Agreement for redevelopment dated 10th September 2019 with the **CONFIRMING PARTY/ SOCIETY**, to any such third party/ies for such consideration and on such terms and conditions as the **VENDORS /ASSIGNORS / DEVELOPERS** may decide.

- f. The assignee/s and/or third party/ies to whom the such premises/flats are assigned by the **VENDORS/ASSIGNORS /DEVELOPERS** as stated in recital paragraph 6 (e) hereinabove, shall be admitted as members of the **CONFIRMING PARTY/SOCIETY**, by allotting shares to such assignee/s and third party/ies.
- g. The prospective assignee/s and or third party/ies of the **VENDORS/ASSIGNORS/DEVELOPERS**, will join the society as its members and shall abide by the rules and regulations and bye laws of the **CONFIRMING PARTY/SOCIETY** and not set up any restaurant, workshop or carry out any commercial activities, etc. in the allotted premises/flats. The said allotted premises/flats are to be only used for Residential purpose.

AND WHEREAS:

7. The **VENDORS / ASSIGNORS / DEVELOPERS** have obtained the requisite approvals/permissions as stated herein below for developing and constructing the **SAID BUILDING PROJECT** after submitting all requisite documents, letters, undertakings and declarations as required under the law and prevailing statutes for obtaining such approvals/permissions from the requisite authorities:
 - a. Conversion Sanad dated _____ reference no. _____ issued by the Collector, North Goa, Tiswadi, Taluka, Bardez, Goa;
 - b. Order dated 19/02/2020 under no. GPPDA/335/TAL/919/2020 from the Greater Panaji Planning and Development Authority, Panaji, Goa;
 - c. Environmental clearance dated 11/02/2020 with reference no. 3-181-2010/STE-DIR/192 is issued by the Goa State Environment Impact Assessment Authority, Panaji, Goa;

- d. No Object Certificate from the Directorate of Health under no. UHCP/DHS/NOC/19-20/3513 dated 05/03/2020.
 - e. No Objection from the Department of Fire and Emergency Services, St.Inez, Panaji, Goa bearing no. DFES/FP/HB/267/19-20/788 dated 24/03/2020.
 - f. Construction Licence dated 06/11/2020 under reference no. 401/1/CCP/ENG/CONST-LIC-09/2020-21/34 from the Corporation of City of Panaji;
8. The **PURCHASER/s / ASSIGNEE/s** has/have approached the **VENDORS/ASSIGNORS / DEVELOPERS** with a request for assignment of right to a residential flat from and out of the premises/flats which the **VENDORS/ASSIGNORS/DEVELOPERS** are entitled to assign , as stated in sub clause (e) of recital paragraph 6 hereinabove, which flat is identified as Flat No. _____, located on the _____ floor in building No. _____ of the **SAID BUILDING PROJECT** admeasuring _____ sq. metres of super built up area (including the incidence of common areas such as staircase, lift, club, gym etc.) and corresponding RERA carpet area being _____ sq. metres, which Flat is/are described in detail in **Schedule No. II** hereafter written and shall hereinafter be referred to as the **SAID FLAT** and for greater clarity shown delineated in red colour on the **Plan I** annexed hereto, along with _____ car parking slot/s identified as no. _____ in the _____ level and for greater clarity shown delineated in red colour on the **Plan II** annexed hereto.
9. The **SAID FLAT** is one of the flats out of the said 44 flats allotted to the **VENDORS /ASSIGNORS/ DEVELOPERS** in terms of the said Re-development Agreement dated 10th September 2019, as mentioned in sub clause no. (d) of recital paragraph 6 above.
10. The **PURCHASER/s / ASSIGNEE/s** has/have requested for the assignment of the rights to the **SAID FLAT** after having inspected all the documents relating to the **SAID PROPERTY**, including the said agreement dated 10th September 2019, as also the requisite building plans and after having taken a physical inspection of the SAID PROPERTY.

11. The **VENDORS/ASSIGNORS/DEVELOPERS**, at the request of the **PURCHASER/s / ASSIGNEE/s** has/have agreed to construct, allot, assign unto the **PURCHASER/s / ASSIGNEE/s** the right to the **SAID FLAT** and the **PURCHASER/s / ASSIGNEE/s** has/ have agreed to purchase the said right to the **SAID FLAT** in the **SAID BUILDING PROJECT** for a total consideration of **Rs. _____/- (Rupees _____ Only)** subject to the further terms and conditions stipulated hereinafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. PREMISES:

- 1.1. The **VENDORS/ASSIGNORS/DEVELOPERS** agrees to construct, allot, assign and sell to the **PURCHASER/s / ASSIGNEE/s**, and the **PURCHASER/s / ASSIGNEE/s**, agrees/s to purchase from the **VENDORS/ASSIGNORS/DEVELOPERS**, the right to the **SAID FLAT** in the **SAID BUILDING PROJECT** viz. Flat No. _____, located on the _____ floor in building No _____ of the **SAID BUILDING PROJECT** admeasuring _____ sq. metres of super built up area (including the incidence of common areas such as staircase, lift, club, gym etc.) and corresponding RERA carpet area being _____ sq. metres, which **SAID FLAT** is/are described in detail in **Schedule No. II** hereafter written and shown delineated in red boundary line on the **Plan I** annexed hereto, with Specifications as contained in **Schedule III** hereafter written, along with _____ car parking slot/s identified as _____ in the _____ level, and for greater clarity shown delineated in red colour on the **Plan II** annexed hereto.

2. CONSIDERATION:-

- 2.1. In consideration of the allotment/ assignment of rights to the **SAID FLAT** along with _____ car parking slot/s as allotted by the **VENDORS/ASSIGNORS/ DEVELOPERS** to the **PURCHASER/s / ASSIGNEE/s**, from and out of the allotment made to it by the **CONFIRMING PARTY/SOCIETY**, by virtue of their agreement for Re-development dated 10th September 2019. The **PURCHASER/s / ASSIGNEE/s** shall pay the stipulated consideration of **Rs. _____/- (Rupees _____ Only)** as per the mode of payment

specified in **Schedule no. IV** hereafter written and on or before the dates/stages provided therein.

- 2.2. In case of payments made by the **PURCHASER/s /ASSIGNEE/S**, by way of out station cheque/s or Demand Draft/s or wire transfer/s or any other like negotiable instrument/s, the collection charges, if any, will be debited to the **PURCHASER/s /ASSIGNEE/s** account and credit for the payment made will be given on net credit of the amount of the installment. In case if the cheque /s or any such instrument is dishonoured, an amount of Rs.5000/-(Rupees Five Thousand Only) will be debited to the **PURCHASER/s/ASSIGNEE/s** account.
- 2.3. Any taxes applicable on the consideration as stated in the Clause 2.1 hereinabove, shall be borne by the **PURCHASER/s/ASSIGNEE/s**. The Tax Deduction at Source (TDS) @ of 1% on sale consideration shall be paid by the **PURCHASER/s/ ASSIGNEE/s** to the **VENDORS/ASSIGNORS/ DEVELOPERS**, who shall remit the same on behalf of the **PURCHASER/s/ ASSIGNEE/s**, to the Income Tax Department as required under section 194 I A and issue valid receipt of the same to the **PURCHASER/s/ ASSIGNEE/s**.
- 2.4. The above-mentioned consideration is based on the present market price of materials, labour and services. It is expressly agreed between the parties hereto that in the event of the cost of development increasing by more than 10% beyond the cost of development as on the date of this agreement, by reason of escalation in the price of the construction materials, wages of labour, etc, the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall be entitled to an extent of the increase in the cost of development as may be certified by the Architect / Engineer of the **VENDORS/ASSIGNORS/ DEVELOPERS**, to increase such additional consideration and the same shall be payable proportionately by the **PURCHASER/s / ASSIGNEE/s** to the **VENDORS/ASSIGNORS/ DEVELOPERS** along with the unpaid balance consideration and accordingly, the amount of consideration mentioned in clause 2.1 hereinabove, shall stand revised to that extent.
- 2.5. If the **PURCHASER/s / ASSIGNEE/s** commits default, in payment of any of the installments as per the mode of payment specified in Schedule IV hereafter written on its respective due dates, and/or in

observing and performing any of the terms and conditions of this Agreement, the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of 30 (Thirty) days. The **VENDORS/ASSIGNORS/ DEVELOPERS** shall, however, on such termination, refund to the **PURCHASER/S / ASSIGNEE/S** the amounts, if any, which may have till then been paid by the **PURCHASER/s / ASSIGNEE/s** to the **VENDORS /ASSIGNORS /DEVELOPERS**, after forfeiting, an amount of Rs._____/-(Rupees _____Only) or 10% of the total amount paid till the date of termination, excluding taxes and any other amount paid by the **PURCHASER/S / ASSIGNEE/S** to the **VENDORS /ASSIGNORS /DEVELOPERS** towards stamp duty and registration fees or miscellaneous expenses for execution and registration of this agreement, as compensation for loss of business opportunity and administrative expenses, whichever is higher, without any further amount by way of interest or otherwise. Upon receipt of the said refund the **PURCHASER/s /ASSIGNEE/s** shall have no claim, whatsoever against the **VENDORS / ASSIGNORS / DEVELOPERS**.

2.6. The **VENDORS /ASSIGNORS / DEVELOPERS** on terminating this Agreement under the clause 2.5 hereinabove, shall be at liberty to assign/ allot or dispose off the **SAID FLAT** to any other person/s, as the **VENDORS /ASSIGNORS / DEVELOPERS** deem fit, for such consideration as the **VENDORS / ASSIGNORS /DEVELOPERS** may determine and the **PURCHASER/S /ASSIGNEE/s** shall not be entitled to question this act of the **VENDORS /ASSIGNORS /DEVELOPERS** or to claim any amount from the **VENDORS /ASSIGNORS / DEVELOPERS** or to make any claim of whatsoever nature against the **VENDORS/ASSIGNORS/DEVELOPERS**, because of termination of this agreement or because of assignment/allotment of the **SAID FLAT to any other person/s**.

2.7. If the **PURCHASER/s/ ASSIGNEE/s** has/have availed a loan from any financial institution or a Bank, then all amounts paid by the **PURCHASER/s/ASSIGNEE/s** shall be refunded by the **VENDORS/ASSIGNORS/DEVELOPERS** in terms of clause 2.5 hereinabove to the financial institution or the Bank after the said financial institution or the Bank issues "No Claim Certificate" in favour

of the **VENDORS/ASSIGNORS/DEVELOPERS** together with the original agreement for sale of **SAID FLAT**, deposited with financial institution or the Bank from whom the loan is availed by the **PURCHASER/s /ASSIGNEE/s**.

2.8. Without prejudice to the other rights of the **VENDORS /ASSIGNORS / DEVELOPERS** under this Agreement and/or in law, the **PURCHASER/s /ASSIGNEE/s** shall be liable to pay to the **VENDORS/ASSIGNORS/DEVELOPERS**, interest at the rate of 10% p.a., on all amounts due and payable by the **PURCHASER/s /ASSIGNEE/s** under this agreement, as per the mode of payment specified in **Schedule no. IV**.

2.9. The **VENDORS /ASSIGNORS /DEVELOPERS** shall have a first lien and charge on the **SAID FLAT** along with _____ car parking slot/s being owners thereof till such time the payment of the entire amount which the **PURCHASER/s/ASSIGNEE/S** is /are or may be found liable to be paid, to the **VENDORS /ASSIGNORS /DEVELOPERS** under the terms and conditions of this agreement.

3. **CHANGES:-**

3.1. (a) Minor Changes or alterations or additions or extra items , if required by the **PURCHASER/s /ASSIGNEE/s** in the **SAID FLAT**, the same may be permissible only in the initial stages of construction. These changes shall be incorporated only upon the approval from the Architect, whose decision shall be final and binding on both the parties. The **PURCHASER/s /ASSIGNEE/s** has/have to give prior written requisition of such minor changes and/or alterations and/or additions and /or extra items if required by the **PURCHASER/s /ASSIGNEE/s**, the extra cost of which shall be paid by **PURCHASER/s /ASSIGNEE/s**, in advance within 7 (seven) days of demand and in the manner as determined by the **VENDORS /ASSIGNORS /DEVELOPERS**. In such an event the time limit for completion of the **SAID FLAT** shall stand revised as decided by the **VENDORS /ASSIGNORS /DEVELOPERS**.

- (b) All interior related works by the **PURCHASER/s / ASSIGNEE/s** can be taken up only after handing over possession of the **SAID FLAT** to the **PURCHASER/s/ASSIGNEE/s**. The **VENDORS/ ASSIGNORS /DEVELOPERS** have no responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the **PURCHASER/s / ASSIGNEE/s**. The **VENDORS / ASSIGNORS / DEVELOPERS** are not responsible for any thefts during the course of the interior works.
- (c) No changes shall be permissible if the construction of the **SAID FLAT** is at an advance stage or is virtually completed.

- 3.2. It is hereby agreed that the **VENDORS /ASSIGNORS /DEVELOPERS** shall be entitled, and is hereby permitted to make such variations and alterations in the building plans or in the layout/elevation of the building including all structures/buildings/Swimming Pool/ and/or varying the location of the access to the building, as the exigencies of the situation and/or the circumstances and/or due to architectural and structural reasons and /or if any such alteration or addition is required by any Government authorities or due to any change in law or in any other case that may require such changes for better planning and development of **SAID BUILDING PROJECT** from time to time. Or as is mutually agreed between the **VENDORS /ASSIGNORS /DEVELOPERS** and the **CONFIRMING PARTY/SOCIETY** in terms of Agreement for Redevelopment dated 10th September 2019. Such changes shall be carried out after obtaining the requisite permission of Competent Authorities, if required.
- 3.3. The **VENDORS /ASSIGNORS /DEVELOPERS** shall be entitled to revise the plans and/or specifications relating to (i) the exterior of **SAID BUILDING PROJECT** (ii) all common structures/ areas/ amenities in and around **SAID BUILDING PROJECT**, including adding/ modifying/deleting/relocating any such structures/ areas/amenities.

- 3.4. The location or placement of various amenities to be provided in **SAID BUILDING PROJECT**, including but not restricted to Generator, Transformer, Compost Station, etc. shall be solely decided by the **VENDORS /ASSIGNORS /DEVELOPERS** and the **VENDORS /ASSIGNORS /DEVELOPERS** shall have the sole discretion to change the location or placement of any such amenities.
- 3.5. The **SAID FLAT** shall be constructed in accordance with the specifications contained in **Schedule No. III** hereafter written, it being agreed and understood that the **VENDORS /ASSIGNORS /DEVELOPERS** shall have the right to alter the specifications with materials /items of brands equivalent to price/range as specified in the Schedule III hereafter written based on the availability of such items at the time of construction and completion of the **SAID FLAT**.

4. DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

- 4.1. Subject to what is contemplated in clause 3.1. (a) hereinabove, the **VENDORS /ASSIGNORS /DEVELOPERS** shall complete the construction of the **SAID FLAT** on or before the expiry of ____ **months** from the date of signing this agreement, subject to an extension of further 6 months, and thereafter apply for the requisite Occupancy certificate from the Competent Authorities,
- 4.2. Upon completion of the individual buildings, the **VENDORS /ASSIGNORS /DEVELOPERS** shall apply for the occupancy Certificate/s or any other requisite certificate/s from Competent Authorities required for occupying the buildings/premises. The **VENDORS /ASSIGNORS /DEVELOPERS** shall in no event be responsible or liable, for the delay by the competent authorities in issuance of the Occupancy Certificate/s or any other requisite certificate/s required for occupying the **SAID FLAT**.
- 4.3. Upon receipt of the requisite Occupancy Certificate and upon receipt of all the dues payable by the **PURCHASER/s /ASSIGNEE/s** to the **VENDORS / ASSIGNORS /DEVELOPERS**, the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall intimate in writing the same to the **PURCHASER/s /ASSIGNEE/s** and the **PURCHASER/s /ASSIGNEE/s** shall, within 15 days from the receipt of the such

intimation take delivery of possession of the **SAID FLAT**. The **VENDORS /ASSIGNORS /DEVELOPERS** upon giving the intimation as stated above, shall be deemed to have completed the **SAID FLAT**, in accordance with this Agreement; and shall not be responsible in any manner whatsoever, if the **PURCHASER/s /ASSIGNEE/s** has/ have delayed in taking the delivery of possession of the **SAID FLAT**.

Failure to take delivery of the **SAID FLAT**, within a period of 15 days from the receipt of the such intimation from the **VENDORS /ASSIGNORS /DEVELOPERS**, will not exonerate the **PURCHASER/s /ASSIGNEE/s** from his/her/its/their liability to pay the outgoings such as Panchayat Taxes, Electricity Charges, Water Charges, Municipal Taxes and Society Maintenance charges, or any other statutory, charges, fees, dues, etc, from the date of receipt of intimation to the **PURCHASER/s /ASSIGNEE/s** that the flat is ready for taking delivery of possession.

From the date of the intimation to the **PURCHASER/s /ASSIGNEE/s** that the **SAID FLAT** is ready for taking delivery of possession, the responsibility /liability for maintenance of the **SAID FLAT** in the **SAID BUILDING PROJECT** shall be of the **PURCHASER/s /ASSIGNEE/s**.

- 4.4. Before taking the delivery of possession of the **SAID FLAT** and within 15 days of receipt of the intimation from the **VENDORS /ASSIGNORS /DEVELOPERS** that the **SAID FLAT** is ready for occupation, the **PURCHASER/s /ASSIGNEE/s** shall inspect the **SAID FLAT** and satisfy himself/ herself/ themselves/itself that the same has been constructed as per the approved plans and specifications as set out in this agreement. After such verification, and after satisfying himself/ herself /themselves/itself that the **SAID FLAT** has been constructed as per the approved plans and specifications as set out in this agreement, the **PURCHASER/s /ASSIGNEE/s** shall be bound and liable to take delivery of possession of the **SAID FLAT** within the time stipulated under clause 4.3. hereinabove, by signing the possession certificate and shall not thereafter be entitled to raise any objection, or dispute that the **SAID FLAT** has not been built as per the approved plans or specifications as set out in this agreement. Upon the **PURCHASER/s /ASSIGNEE/s** taking the delivery of possession of the **SAID FLAT**, he/she/it /they shall have no claim against the

VENDORS /ASSIGNORS /DEVELOPERS in respect of any item of work in the **SAID FLAT** which may be alleged not to have being carried out or completed.

- 4.5. The **VENDORS /ASSIGNORS /DEVELOPERS** shall not incur any liability if it is unable to complete the construction of the **SAID FLAT** as stipulated in Clause 4.1. to the **PURCHASER/s /ASSIGNEE/s**, if the completion of the **SAID BUILDING PROJECT** is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or due to outbreak of an epidemic or a pandemic or if non- completion of the **SAID BUILDING PROJECT** is as a result of any notice, order, rule or notification of the Government and/or any Court/ Tribunal and/or any other Public or Competent Authority or for any other reason beyond the control of **VENDORS / ASSIGNORS /DEVELOPERS** and in any of the aforesaid events, the **VENDORS /ASSIGNORS /DEVELOPERS** shall be entitled to reasonable additional extension of time for completion of construction the **SAID FLAT**.
- 4.6. In case of delay in completion of the construction of the **SAID FLAT** and/ or give delivery of the possession of the **SAID FLAT** as mentioned in clause 4.1. above or for any reasons other than those cited in Clause 4.2 and 4.5 hereinabove, the **PURCHASER/s /ASSIGNEE/s** shall be entitled to Liquidated Damages of Rs.10,000/- (Rupees Ten Thousand only) per month.
- 4.7. If for reasons other than the ones stipulated hereinabove in clause 4.2 and 4.5, the **VENDORS / ASSIGNORS /DEVELOPERS** is unable to or fails to complete the construction of the **SAID FLAT** to the **PURCHASER/s /ASSIGNEE/s**, within the date specified in Clause 4.1. hereinabove, or within any further date or date/s agreed to by and between the **VENDORS /ASSIGNORS /DEVELOPERS** and the **PURCHASER/s/ASSIGNEES/s**, then and in such case, the **PURCHASER/s /ASSIGNEE/s** shall opt to ;
 - (a) give a notice to the **VENDORS /ASSIGNORS /DEVELOPERS** of terminating this Agreement, in which event the **VENDORS /ASSIGNORS /DEVELOPERS** shall within 60 (sixty) days from

the receipt of such notice, refund to the **PURCHASER/s /ASSIGNEE/s** the amounts, if any, that may have been received by the **VENDORS /ASSIGNORS /DEVELOPERS** from the **PURCHASER/s /ASSIGNEE/s** in respect of the **SAID FLAT**, excluding taxes and any other amount paid by the **PURCHASER/s /ASSIGNEE/s** to the **VENDORS/ ASSIGNORS /DEVELOPERS** towards stamp duty and registration fees or miscellaneous expenses for execution and registration of this agreement.

Or

(b) continue to hold the **SAID FLAT** allotted to the **PURCHASER/s / ASSIGNEE/s** in accordance with Clause 4.6. hereinabove.

- 4.8. If the agreement is terminated in terms of clause 4.7.(a) hereinabove and the **VENDORS /ASSIGNORS /DEVELOPERS** fails to refund the amount stipulated thereto, within 60 (sixty) days from the date of receipt of the notice of termination, then the **VENDORS / ASSIGNORS / DEVELOPERS** shall be liable to pay to the **PURCHASER/s /ASSIGNEE/s** an interest, on the said amount, if any, received by the **VENDORS /ASSIGNORS /DEVELOPERS** from the **PURCHASER/s /ASSIGNEE/s** towards the purchase of the **SAID FLAT**, at the rate of 10% per annum to be calculated from the expiry of 60 days from the date of the receipt of the notice of termination by the **VENDORS/ASSIGNORS/DEVELOPERS**.
- 4.9. Upon such termination as stated in Clause 4.7.(a) hereinabove, neither Party shall have any claim or claims against the other in respect of the **SAID FLAT** or in whatsoever manner arising from, /in respect of and out of this Agreement and the **VENDORS /ASSIGNORS /DEVELOPERS** shall be at liberty to assign or allot or dispose off the **SAID FLAT** to any other person for such consideration and upon such terms and conditions as the **VENDORS/ASSIGNORS/ DEVELOPERS** may deem fit.
- 4.10. The **PURCHASER/s / ASSIGNEE/s** shall use the **SAID FLAT** strictly only for residential purpose. The **PURCHASER/s / ASSIGNEE/s** shall join as member/s of the **CONFIRMING PARTY/SOCIETY** and shall not carry out any acts or activities which are obnoxious, anti-social,

illegal, immoral, prejudicial to the norms of decency or etiquette or which cause air pollution/water pollution, sound pollution or cause any other pollution or discharge of any material gases, chemicals etc. which are hazardous to health and environment or cause nuisance or inconvenience to the adjoining residents in the **SAID BUILDING PROJECT** and shall abide by the rules and regulations and bye laws of the **CONFIRMING PARTY/SOCIETY** and not set up any restaurants, workshop or carry out any commercial activities, etc.in the **SAID FLAT**.

- 4.11. The **PURCHASER/s / ASSIGNEE/s** shall avail of the facility of cables for television provided by the **VENDORS /ASSIGNORS /DEVELOPERS** only and shall not use or install or place any overhead cables/wires, according to his choice or decision.
- 4.12. The **PURCHASER/s /ASSIGNEE/s** shall not have any right to plant or own individually any trees in any portion of the **SAID PROPERTY**. The **VENDORS / ASSIGNORS /DEVELOPERS** shall do all the landscaping work, as per the terms and conditions of Agreement for Redevelopment dated 10/09/2019 between the **VENDORS /ASSIGNORS /DEVELOPERS** and **CONFIRMING PARTY/SOCIETY**. The maintenance of the **SAID BUILDING PROJECT** shall be carried out by the **CONFIRMING PARTY /SOCIETY** upon completion of the **SAID BUILDING PROJECT** and upon handing over possession of the same by **VENDORS /ASSIGNORS /DEVELOPERS** to the **CONFIRMING PARTY/SOCIETY**.
- 4.13. The **PURCHASER/s /ASSIGNEE/s** shall, from the date of taking delivery of possession, maintain the **SAID FLAT**, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/her/their/it's cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the **SAID FLAT** and/or common passages, staircases, terraces/lifts and/or any other common areas or common facilities or the compound or any other common areas, which may be against the law or the conditions or rules or bye-laws of the Corporation of City of Panaji, Goa or any other Authority or the bye laws of the **CONFIRMING PARTY /SOCIETY** and shall be responsible and liable for all actions of violations of any such conditions or rules or bye-laws, in terms of law.

5. **TRANSFER OF RIGHT UNDER THIS AGREEMENT BEFORE DELIVERY OF POSSESSION:-**

- 5.1. (a) The **PURCHASER/s /ASSIGNEE/s** shall not let/sublet or transfer or assign or agree to transfer or assign, his/her/their/it's rights under this agreement to a third Party until all the dues payable by him/her/them/it to the **VENDORS / ASSIGNORS / DEVELOPERS** under this Agreement are fully paid up and he has obtained the possession of the premises. The **PURCHASER/s /ASSIGNEE/s** should also not be guilty of any breach or non-observance of the terms and/or conditions of this Agreement and until he/she/they/it obtain/s the previous consent in writing of the **VENDORS/ASSIGNORS/DEVELOPERS**.
- (b) In the event the **PURCHASER/s /ASSIGNEE/s** wishes to transfer or assign his/her/their/it's rights under this agreement to a third Party and has obtained the written consent of the **VENDORS/ ASSIGNORS/ DEVELOPERS**. Then in such a case the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall act as a confirming party to such a transfer/ assignment agreement or any such instrument/ deed/ document and all rights and obligations of the **PURCHASER/s /ASSIGNEE/s** shall be conferred upon the Transferee and the **PURCHASER/s /ASSIGNEE/s** shall be liable to pay to the **VENDORS/ASSIGNORS/DEVELOPERS** a transfer fee of Rs.2,50,000/-(Rupees Two Lakh Fifty Thousand Only) per flat. The **PURCHASER/s /ASSIGNEE/s** is liable to pay such transfer fees to the **VENDORS/ASSIGNORS/DEVELOPERS** untill the time **PURCHASER/s/ASSIGNEE/s** is admitted as the member of the **CONFIRMING PARTY/SOCIETY**.
- (c) Notwithstanding anything contained or stipulated in sub clause 5 (a) and (b) of this clause 5, hereinabove, the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall have the right to refuse to give consent to the **PURCHASER/s /ASSIGNEE/s**, to let, sublet, transfer, assign or part or agree to let, sublet, transfer, assign or part, with their interest under or benefit of this Agreement till the completion of development of the **SAID BUILDING PROJECT** without assigning any reasons whatsoever.

(d) However, no transfer fee shall be payable if the transfer as is contemplated in the clause 5 (b), is made to immediate family members i.e. father/mother/son/daughter/brother/sister of the **PURCHASER/s/ ASSIGNEE/s**

5.2. In the event of transfer/assignment of this agreement, the transferee or any other subsequent transferee shall be bound by all the obligations and liabilities of the **PURCHASER/s/ ASSIGNEE/s** under this agreement with the **VENDORS/ ASSIGNORS/ DEVELOPERS** and the **CONFIRMING PARTY/SOCIETY**.

6. **DEFECTS:-**

6.1. Upon the **PURCHASER/s /ASSIGNEE/s** taking delivery of the possession of the **SAID FLAT** as stated in the manner as stipulated in Clause 4.3. hereinabove, they shall have no claim against the **VENDORS /ASSIGNORS /DEVELOPERS** in respect of any item of work in the **SAID FLAT** which may be alleged not to have been carried out or completed or alleged not to have been carried out or completed in terms of the approved plans or specifications as set out in this agreement. Cracks due to moisture changes, temperature variations, chemical reaction and dampness shall not be considered as defective work. Similarly, the **VENDORS /ASSIGNORS /DEVELOPERS** shall not be responsible for colour size variations in painting, flooring tiles, dado tiles, glazed tiles, any natural stone like marble, granite, any sanitary fittings, expansion and contraction in wood or any other material etc.

7. **OUTGOINGS:-**

7.1. The **PURCHASER/s/ ASSIGNEE/s** shall on or before the date of taking the delivery of possession of the **SAID FLAT** keep deposited with the **VENDORS /ASSIGNORS /DEVELOPERS** the following amounts:

(a) Rs. _____/-(Rupees _____Only) non-refundable, towards infrastructure tax;

- (b) Rs. _____/-(Rupees _____Only) non-refundable, towards charges for electricity meter/Transformer and Sub Station/ Security Deposit towards electricity connection/Supervision Charges/Service- connection Charges;
- (c) Rs.15,000/- (Rupees Fifteen Thousand Only) for legal fees for meeting all expenses towards typing, printing and other miscellaneous expenses for execution, presentation and registration of the present agreement including professional costs of the legal practitioner of the **VENDORS/ASSIGNORS/DEVELOPERS**;
- (d) Rs.510/- (Rupees Five Hundred Ten Only) towards membership fees of the **CONFIRMING PARTY/SOCIETY**;
- (e) Rs._____/-(Rupees _____Only) transferable to the **CONFIRMING PARTY/SOCIETY**, as interest free deposit or corpus of the **CONFIRMING PARTY/SOCIETY**;
- (f) Rs._____/-(Rupees _____Only) towards Common Service Expenses in advance for a period of One year, from the date of delivery of possession till the **PURCHASER/s/ ASSIGNEE/s** becomes the member of the **CONFIRMING PARTY/SOCIETY**. The balance amount shall be transferable to the **CONFIRMING PARTY/SOCIETY**, after deducting any or all amount that are borne by the **VENDORS/ASSIGNORS/DEVELOPERS** on behalf of the **PURCHASER/s/ ASSIGNEE/s**, till they become the member of the **CONFIRMING PARTY/SOCIETY**;
- (g) Rs.1,00,000/- (Rupees One Lakh Only) transferable to the **CONFIRMING PARTY/SOCIETY**, upon the **CONFIRMING PARTY /SOCIETY**, admitting as member and allotting shares to the **PURCHASER/s/ ASSIGNEE/s**.

Note : Applicable taxes i.e. GST shall apply on charges at Serial Sr. No. a, b, c, f and stated hereinabove and the same shall be borne by the **PURCHASER/s /ASSIGNEE/s**.

In case if the Electricity Department/Water Department or any other service connection etc. insists on installing a additional

Transformer/ Substation/ Electrical Infrastructure or any other meter /apparatus required for the **SAID BUILDING PROJECT**, the cost of the same not included in the outgoings stated hereinabove, the same shall be assessed and accordingly calculated and shall be divided equally/ proportionately among the **PURCHASER/s/ASSIGNEE/s** and other premises owners of the **SAID BUILDING PROJECT**. This amount shall be intimated to the **PURCHASER/s /ASSIGNEE/s** and the **PURCHASER/s/ASSIGNEE/s** shall pay all such amounts within a period of 7 days from the date of intimation in writing.

Any tax applicable on the aforesaid items and/ or any of the **PURCHASER/s /ASSIGNEE/s** share of charges and security deposits demanded by any concerned local authority and/or Central Authority shall also be borne by the **PURCHASER/s /ASSIGNEE/s** as per actuals.

- 7.2. Any levy or tax of any nature, including but not limited to GST, if levied or becomes applicable to the **SAID BUILDING PROJECT** or on individual flats in the **SAID BUILDING PROJECT** including the **SAID FLAT**, after the execution of this agreement, shall be borne by the **PURCHASER/s /ASSIGNEE/s** and accordingly, the amount of consideration mentioned in clause 2.1 above, shall stand revised to that extent. Upon receipt of intimation from the **VENDORS /ASSIGNORS /DEVELOPERS** for payment of such amounts, the **PURCHASER/s /ASSIGNEE/s** shall, within the time limit stated in such intimation, pay the same to the **VENDORS /ASSIGNORS /DEVELOPERS**, notwithstanding the fact that the **SAID FLAT**, at that point of time, may have already been transferred or its possession handed over to the **PURCHASER/s /ASSIGNEE/s** or his /her /its /their assignee/s nominee/s or the **CONFIRMING PARTY/SOCIETY**.
- 7.3. The **PURCHASER/S' /ASSIGNEES/s'** additional share of charges and security deposits demanded by any concerned local authority or Government for giving water, electricity or any other service connection to the **SAID BUILDING PROJECT** which will include pro-rata payment for temporary meter and temporary electrical supply, if there is a delay in obtaining the permanent connection from the Public Works Department, Goa Electricity Department or any other department for

the **SAID FLAT** in in the **SAID BUILDING PROJECT** which delay not accountable to the **VENDORS/ ASSIGNORS/DEVELOPERS**, shall be payable by the **PURCHASER/s /ASSIGNEE/s** in the manner to be determined by the **VENDORS/ASSIGNORS/DEVELOPERS**. The **PURCHASER/s /ASSIGNEE/s** do hereby agree/s to pay to the **VENDORS/ ASSIGNORS /DEVELOPERS** within seven days of demand, such share of the **PURCHASER/s /ASSIGNEE/s** of such charges or deposit.

7.4. Any taxes, charges or outgoings levied by the Corporation of City of Panaji, Goa, or any other Competent Authority exclusively pertaining to the **SAID FLAT** shall be borne by the **PURCAHSEr/s /ASSIGNEE/s**, from the date of intimation by the **VENDORS /ASSIGNORS /DEVELOPERS** to the **PURCHASER/s /ASSIGNEE/s** that the **SAID FLAT** is ready for occupation, and for taking the delivery of possession, irrespective of whether the **PURCHASER/s /ASSIGNEE/s** has/have taken the delivery of the possession of the **SAID FLAT** or not.

7.5. The **PURCHASER/s /ASSIGNEE/s** agree/s to abide by and comply with the provisions of all applicable laws of the land.

8. **TRANSFER:-**

8.1. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the **SAID FLAT** or of the **SAID PROPERTY** or any part thereof.

8.2. As per the terms and conditions agreed by and between the **VENDORS /ASSIGNORS /DEVELOPERS** and the **CONFIRMING PARTY/ SOCIETY**, in the Agreement of Re-Development dated 10th September 2019, the **CONFIRMING PARTY /SOCIETY** shall allot/transfer requisite share to the **PURCHASER/s/ ASSIGNEE/s**, and the **PURCHASER/s /ASSIGNEE/s** shall comply with all procedure/s or formality/s as required by the **CONFIRMING PARTY/SOCIETY** according to its byelaws. The **CONFIRMING PARTY/SOCIETY** shall then issue necessary Share Certificate in respect thereof, it being agreed that a fee of Rs.1,00,000/-(Rupees One Lakh Only) shall be charged by the **CONFIRMING PARTY/SOCIETY** on such assignment from the **VENDORS /ASSIGNORS /DEVELOPERS** to the

PURCHASER/s /ASSIGNEE/s, which fee shall be paid by the **PURCHASER/s /ASSIGNEE/s** to the **VENDORS/ ASSIGNORS/ DEVELOPERS** who will in turn pay it directly to the **CONFIRMING PARTY/SOCIETY**, after all due compliance for admitting the **PURCHASER/s/ASSIGNEE/s** as it's member is duly completed. In case of subsequent transfer by the **PURCHASER/s /ASSIGNEE/s** to any other third parties, the transfer fees as applicable in terms of the **CONFIRMING PARTY'S/SOCIETY** bye laws shall be applicable.

- 8.3. Once the **PURCHASER/s /ASSIGNEE/s**, becomes/became the member/s of the **CONFIRMING PARTY/SOCIETY**, he/she/they/it shall bear all the related expenses, sign all necessary papers and comply with the bye laws of the **CONFIRMING PARTY/SOCIETY** for the proper maintenance and up keep of the **SAID BUILDING PROJECT**.
- 8.4. The **VENDORS /ASSIGNORS /DEVELOPERS** shall be in absolute control of the **SAID FLAT** till all the dues and or any charges payable by the **PURCHASER/s/ASSIGNEE/s** under this agreement are paid by the **PURCHASER/s/ASSIGNEE/s** to the **VENDORS /ASSIGNORS /DEVELOPERS**.
- 8.5. The **PURCHASER/s /ASSIGNEE/s** shall be bound to sign all the papers and documents and do all the things and matters as the **VENDORS /ASSIGNORS /DEVELOPERS** may require from him/her/it/them from time to time in this behalf for safeguarding, inter alia, the interest of the **VENDORS /ASSIGNORS /DEVELOPERS** and the **CONFIRMING PARTY/SOCIETY**.
- 8.6. The **PURCHASER/s/ASSIGNEE/s** of the **SAID FLAT** covenants with **VENDORS /ASSIGNORS /DEVELOPERS** and the **CONFIRMING PARTY /SOCIETY** as follows:
 - (i) That the **PURCHASER/s /ASSIGNEE/s**, shall from the date of taking the delivery of the possession of the **SAID FLAT**, at their own cost maintain in a good tenantable repair and good condition including internal painting in 3 years and shall not suffer to be done anything in or to the **SAID PROPERTY** or to the staircases, terraces/ lifts and/or any other common areas or common facilities, which may be against the rules, regulations or bye-laws of the **CONFIRMING PARTY /SOCIETY** or concerned local authority or any other authorities or legal bodies, nor shall the

PURCHASER/s /ASSIGNEE/s change, alter and/or make any addition in or to the **SAID FLAT** and/or to the said building or any part thereof including the changing of elevation by enclosure of the balcony, etc. The **PURCHASER/s /ASSIGNEE/s** shall be responsible for any violation or breach of any of the aforesaid provisions.

- (ii) Not to store in the **SAID FLAT** any goods which are considered inflammable/or otherwise hazardous or dangerous or such as are considered objectionable by any authority, or so heavy as to affect the construction of the said building adversely or storing of which goods is objected to by the concerned local authority and shall not carry or cause to be carried heavy package to upper floor which may cause damages or likely to cause damages to the staircase, common passages or any other structure of the building in which the **SAID FLAT** is situated including entrances of the building in which the **SAID FLAT** is situated and in case any damages is caused to the building in which the **SAID FLAT** is situated or to the **SAID FLAT**, on account of negligence or default of the **PURCHASER/s /ASSIGNEE/s** in this behalf, the **PURCHASER/s /ASSIGNEE/s** shall be liable for the consequent breach and has to bear costs of the damage so caused.
- (iii) To carry out at their own costs all internal repairs to the **SAID FLAT** and to maintain the **SAID FLAT** in the same condition, state and order in which it was delivered by the **VENDORS /ASSIGNORS /DEVELOPERS** to the **PURCHASER/s /ASSIGNEE/s** and shall not do or suffer to be done anything in or to the building in which the **SAID FLAT** is situated or to the **SAID FLAT** which may be against the rules and regulations and bye-laws of the **CONFIRMING PARTY / SOCIETY** or other public authority and in the event of the **PURCHASER/s /ASSIGNEE/s** committing any act in contravention of the above provisions, the **PURCHASER/s /ASSIGNEE/s** shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.
- (iv) Not to demolish or cause to be demolished the **SAID FLAT** or any part thereof agreed to be assigned to him/her/it/them The **PURCHASER/s /ASSIGNEE/s** is not permitted to make any

alteration in the elevation and outside colour scheme of the **SAID FLAT**, assigned to him/ her/ them/it. The **PURCHASER/s /ASSIGNEE/s** shall keep the portion, sewers, drains, pipes in the **SAID FLAT** and appurtenances thereto in good tenantable repair and conditions, and in particular, so as to support shelter and protect the other parts of the building in which the **SAID FLAT** is situated and shall not chisel or in any other manner cause damages to columns, beams, walls, slabs or RCC Partis or other structural members or waterproofs or make any internal structural alterations or construction of a permanent nature in the **SAID FLAT** and/ or the car park slot/s allotted to the **PURCHASER/s/ ASSIGNEE/s**, without the prior written permission of the **VENDORS / ASSIGNORS/ DEVELOPERS** and/or the **CONFIRMING PARTY/SOCIETY**.

- (v) Not to do or permit to be done any acts, deed, matter or thing which may render void or voidable any insurance of the **SAID BUILDING PROJECT** or cause any increased insurance premium to be payable in respect thereof.
- (vi) Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown from their **SAID FLAT** or in compound or any other portion of the building/s in which the **SAID FLAT** is located or in the **SAID BUILDING PROJECT**.
- (vii) To use the car parking Slot/s allotted for car parking only and shall at no point of time be used for storage, disposal of old tyres or any such unusable material or for accommodating any helpers or drivers.
- (viii) Pay to the **VENDORS/ASSIGNORS/DEVELOPERS** within 7 days of demand by the **VENDORS /ASSIGNORS /DEVELOPERS** his/her/their/it's share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the **SAID FLAT** is situated.

- (ix) The **PURCHASER/s / ASSIGNEE/s** shall bear and pay any 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.
- (x) The **PURCHASER/s / ASSIGNEE/s** shall not let, sublet, transfer, convey, mortgage, charge encumber or deal with or dispose off or part with in any manner whatsoever, the **SAID FLAT** and/or assign, underlet or part with as aforesaid any of their interest under the benefit of this agreement until they obtain the previous consent in writing of the **CONFIRMING PARTY/SOCIETY**.
- (xi) The **PURCHASER/s /ASSIGNEE/s** shall observe and perform all the Bye laws, rules and regulations by which the **CONFIRMING PARTY /SOCIETY** is governed, including the alterations or amendments thereof that may be made from the time to time for (i) protection and maintenance of the **SAID BUILDING PROJECT** and all the flats/Premises therein and (ii) the observance and performance of the building rules and regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **PURCHASER/s /ASSIGNEE/s** shall also observe and perform all the stipulations and conditions laid down by the **CONFIRMING PARTY / SOCIETY** regarding the occupation and use of the **SAID FLAT** or **SAID BUILDING PROJECT** and shall pay and contribute regularly and peacefully towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xii) Till the time the **PURCHASER/s/ASSIGNEE/s** is admitted as the member of **CONFIRMING PARTY/SOCIETY**, the **PURCHASER/s /ASSIGNEE/s**, shall permit the **VENDORS /ASSIGNORS/ DEVELOPERS** and their surveyors, servants and agents with or without workmen and other persons at all reasonable times to enter into and upon the **SAID FLAT** or any part thereof, to view and examine the state and conditions thereof and the **PURCHASER/s /ASSIGNEE/s** shall make good within 15 (Fifteen) days after giving of the notice of any defects, delays and wants for repairs of which such notice in writing shall be given by the **VENDORS/ ASSIGNORS /DEVELOPERS** to the **PURCHASER/s /ASSIGNEE/s**. The **PURCHASER/s**

/ASSIGNEE/s shall also permit the **VENDORS/ ASSIGNORS / DEVELOPERS** and their servants/agents/ other personnel appointed for reasons stated aforesaid to enter into the **SAID FLAT** or any part thereof also for the purpose of repairing part of the said building and for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping, in order and good condition all sewers, drains, pipes, cables, water courses, gutters, wires, walls or structures or other conveniences belonging to or serving or served or used for the said building's and also for the purpose of laying, maintaining, repairing and testing draining, gas and water pipes and electric wires and cables for similar other purposes contemplated by this agreement.

- 8.7. It is made clear that the **PURCHASER/s /ASSIGNEE/s** or his transferee or any other subsequent transferee shall be bound by the covenants as stipulated in clause 8.6. hereinabove.
- 8.8. The **PURCHASER/s /ASSIGNEE/s** , further acknowledge and admit that in the event the FSI (Floor Space Index) / FAR (Floor Area Ratio) increases from the present value of 2.00 / 200 to a higher value during the construction period on account of the changes in law or changes effected by the Government / Competent Authorities in the ODP (Outline Development Plan), the additional increase in the FSI / FAR or the benefits of Transfer of Developmental Rights (TDR) (if applicable) in the event of such a law / rule coming into force at any time prior to the completion of the said project, arising out of such increase in FSI / FAR, shall be shared between the **VENDORS/ ASSIGNORS/ DEVELOPERS** and the **CONFIRMING PARTY/ SOCIETY** in the same proportion by which the present FSI / FAR has been shared between the parties for the purpose of the Re-development by Agreement for Re-development dated 10th September 2019 between the **VENDORS/ ASSIGNORS/ DEVELOPERS** and the **CONFIRMING PARTY/SOCIETY**.

9. UPKEEP OF COMMON AMENITIES AND EXPENDITURE IN CONTEXT THERETO:

- 9.1. It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of **SAID BUILDING PROJECT** is exclusively that of the **CONFIRMING PARTY/SOCIETY** and the respective holders/s of the respective flats (including the **PURCHASER/s /ASSIGNEE/s** herein) being / to be admitted, as the shareholder /member of the **CONFIRMING PARTY/SOCIETY** herein, and therefore the **PURCHASER/s /ASSIGNEE/s** have to contribute the cost proportionally with respect the maintenance as demanded by the **CONFIRMING PARTY /SOCIETY** from time to time.
- 9.2. The **PURCHASER's/s' / ASSIGNEE's/s'** share in the above expenditure (plus applicable taxes, if any) per month, for the entire period of 1 (one) year, in advance, as mentioned hereinabove. This payment of expenditure towards maintenance shall be paid along with applicable tax/es thereon, by the **PURCHASER/s /ASSIGNEE/s** to the **VENDORS/ ASSIGNORS/ DEVELOPERS**, which will be transferred to the **CONFIRMING PARTY /SOCIETY** upon handing over the **SAID BUILDING PROJECT to the CONFIRMING PARTY/SOCIETY**, after deductions, if any, borne by the **VENDORS/ ASSIGNORS /DEVELOPERS** on behalf of the **PURCHASER/S /ASSIGNEE/s** for maintenance of the SAID FLAT.
- 9.3. The maintenance charges of the **SAID BUILDING PROJECT** shall be as fixed by **CONFIRMING PARTY/SOCIETY** or as prescribed by the bye laws of the **CONFIRMING PARTY/SOCIETY** and the **PURCHASER/s /ASSIGNEE/s** agree to pay the same to the **CONFIRMING PARTY/SOCIETY** as and when demanded by it.
- 9.4. It is hereby agreed that the building paint shade shall not be changed at the time of repainting of the premises/buildings/ flats etc. in the **SAID BUILDING PROJECT** and subject to the decision taken by the governing committee of the **CONFIRMING PARTY/SOCIETY**, at the time of painting the **SAID BUILDING PROJECT**. It is further agreed by the **PURCHASER/s /ASSIGNEE/s** that for the better maintenance and management, all the buildings /blocks of the **SAID BUILDING PROJECT** be painted externally after every four years. The

proportionate cost of the external painting as determined by the **CONFIRMING PARTY/ SOCIETY** shall be contributed by the **PURCHASER/s /ASSIGNEE/s'**, within a period of 30 days from the date of receipt of demand. Any other common service, proportionate share of the expenses shall also be borne by the **PURCHASER/s /ASSIGNEE/s**.

10. DEPOSIT FOR COMMON ENTITY AND/OR ITS EXPENDITURE:

10.1. The **PURCHASER/s /ASSIGNEE/s** shall on or before delivery of the **SAID FLAT** keep deposited with the **VENDORS / ASSIGNORS / DEVELOPERS**, the following amounts along with applicable tax/es thereon, if any, as deposit/s to be passed on to the **CONFIRMING PARTY/SOCIETY** to enable the **CONFIRMING PARTY/SOCIETY** to meet the expenditure towards upkeep of common amenities ;

<u>SR. NO.</u>	<u>PARTICULARS</u>	<u>AMOUNT (INR)</u>
1.	As Interest Free Deposit. (Transferable to the CONFIRMING PARTY/SOCIETY	
2.	Towards Membership Fees of the CONFIRMING PARTY/SOCIETY .	510.00
3.	Fees charged by the CONFIRMING PARTY/SOCIETY on issue of Share Certificate and upon admitting the the PURCHASER/s /ASSIGNEE/s as its member	1,00,000.00
4.	Maintenance expenditure transferrable after deductions if any as stated in clause 9.2 hereinabove.	
	TOTAL AMOUNT	

Rupees _____ Only

10.2. The amount so received by the **VENDORS /ASSIGNORS /DEVELOPERS** shall be passed on to the **CONFIRMING PARTY/SOCIETY** after any deduction of cost/s towards maintenance or any other charges /expenses.

10.3. With effect from handing over of the **SAID BUILDING PROJECT** to the **CONFIRMING PARTY/SOCIETY**, the responsibility for the maintenance of the **SAID BUILDING PROJECT** shall be taken over by the **CONFIRMING PARTY/SOCIETY**. **The CONFIRMING**

PARTY/SOCIETY shall thereupon take over the complete responsibility for the maintenance of the premises/Flats and property and shall be solely responsible for collection of dues from the **PURCHASER/s /ASSIGNEE/s** and for the disbursement of such collection in relation to the **SAID BUILDING PROJECT** including payment of ground rent, taxes, salaries of the employees charged with the duties for the maintenance of the **SAID PROPERTY** and the **SAID BUILDING PROJECT** and the security of the premises to the intent that the property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. The **PURCHASER/s/ASSIGNEE/s** hereby indemnifies the **VENDORS /ASSIGNORS / DEVELOPERS** in that behalf.

- 10.4. After the delivery of the possession of **the SAID FLAT** to the **PURCHASER/s /ASSIGNEE/s**, the **PURCHASER/s /ASSIGNEE/s** alone and not the **VENDORS/ASSIGNORS/DEVELOPERS** shall be liable to contribute or pay any other amount towards such taxes or costs payable on the **SAID FLAT** to the **CONFIRMING PARTY/SOCIETY**.
- 10.5. The transferable deposit mentioned in Clause 10.1 hereinabove shall be collected by the **VENDORS/ASSIGNORS/DEVELOPERS** from the **PURCHASER/s / ASSIGNEE/s** and be paid over by the **VENDORS/ASSIGNORS/DEVELOPERS** to the **CONFIRMING PARTY /SOCIETY** when the **CONFIRMING PARTY/SOCIETY** complies with all the procedural requirements and admits the **PURCHASER/s /ASSIGNEE/s** as its member.
- 10.6. The maintenance cost may be reviewed and revised by the **CONFIRMING PARTY/ SOCIETY** from time to time and the **PURCHASER/s / ASSIGNEE/s** undertake/s to pay the increased maintenance cost as may be decided and demanded by the **CONFIRMING PARTY/SOCIETY**, with applicable taxes from time to time on such maintenance charges will also be paid by the **PURCHASER/s / ASSIGNEE/s**.
- 10.7. If the **VENDORS / ASSIGNORS / DEVELOPERS** and/or the **CONFIRMING PARTY/SOCIETY** are of opinion that the amount fixed hereinabove will not be sufficient for proper maintenance of "**ADARSH CO-OPERATIVE HOUSING SOCIETY LTD., a project by Milroc Good**

Earth Developers” the **CONFIRMING PARTY/SOCIETY** is authorized to increase these deposits at any time upon taking over the **SAID BUILDING PROJECT** with prior intimation to the **PURCHASER/s /ASSIGNEE/s** and the **PURCHASER/s /ASSIGNEE/s** shall pay the same within fifteen days from the date of such intimation.

11. GENERAL:

- 11.1. Nothing contained in these presents is intended to be nor shall be constructed to be grant, demises or assignment in law of or any rights, title or interest in the **SAID FLAT** or in the **SAID PROPERTY** or any part thereof or of the **SAID BUILDING PROJECT** or any part thereof. The **PURCHASER/s /ASSIGNEE/s** shall have no claim whatsoever save and except in respect of the **SAID FLAT** hereby agreed to be assigned to them and all open spaces, other premises, rooms, terraces, garages, staircases, lobbies, common areas, and all other common facilities etc. will remain the property of the **CONFIRMING PARTY/SOCIETY**.
- 11.2. The **PURCHASER/s /ASSIGNEE/s** shall be entitled to use the Club House, Swimming pool, and other common amenities etc., as provided by the **VENDORS/ ASSIGNORS/ DEVELOPERS** and also as the member of the **CONFIRMING PROPERTY/SOCIETY**. The use of such amenities shall be at the sole responsibility and risk of the **PURCHASER/s/ASSIGNEE/s** or their family members and they shall abide by the rules and regulations framed by the **CONFIRMING PARTY/SOCIETY** for this purpose.
- 11.3. The name of the project shall always remain “**ADARSH CO-OPERATIVE HOUSING SOCIETY LTD. a project by Milroc Good Earth Developers**”, which shall not be changed at any time in future even after the transfer/assignment/ conveyance / handing over of the property, premises and building to the **PURCHASER/s / ASSIGNEE/s** and/or the **CONFIRMING PARTY/SOCIETY** except with the written permission of the **VENDORS/ ASSIGNORS/ DEVELOPERS**. The **VENDORS/ ASSIGNORS/ DEVELOPERS** and/or the **CONFIRMING PARTY /SOCIETY** shall also be entitled, at all times and free of costs to exhibit their name logo at strategic places on the outer side of the building. The **CONFIRMING PARTY/SOCIETY** being successors in the

interest of the **PURCHASER/s /ASSIGNEE/s** shall be bounded by the covenants.

11.4. Any delay or indulgence by the **VENDORS/ ASSIGNORS /DEVELOPERS** in enforcing the terms of this agreement or any forbearance or giving of time to the **PURCHASER/s /ASSIGNEE/s** shall not be treated as a waiver on the part of the **VENDORS/ ASSIGNORS/ DEVELOPERS** of any breach or non-compliance of any of the terms and conditions of this agreement by the **PURCHASER/s /ASSIGNEE/s** nor shall it in any manner prejudice the rights of the **VENDORS/ ASSIGNORS/ DEVELOPERS**.

11.5. All letters, receipts and/or notices and/or emails to be served on the **PURCHASER/s / ASSIGNEE/s** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **PURCHASER/s / ASSIGNEE/s** by Registered A.D. Post Under Certificate of Posting at their address specified below or if left at the premises or if pasted on the main door of the premises.

Email id : _____

The **PURCHASER/s / ASSIGNEE/s** shall also, from time to time notify any change in his/ her/ its/ their address to the **VENDORS/ASSIGNORS/DEVELOPERS**.

11.6. The **PURCHASER/s / ASSIGNEE/s** confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the **SAID PROPERTY** and of the plans/approvals/licence relating to the **SAID FLAT** and the **SAID BUILDING PROJECT**.

11.7. **The CONFIRMING PARTY/SOCIETY** does hereby confirm the Agreement for Redevelopment dated 10th September 2019 with the **VENDORS/ ASSIGNORS/ DEVELOPERS** and also further confirms that the **VENDORS/ ASSIGNORS/ DEVELOPERS** are entitled to assign their right, title and interest in the **SAID FLAT** to the **PURCHASER/s ASSIGNEE/s** or their nominee/s and assignee/s.

- 11.8. If any of the clauses and/or terms of this agreement are rendered unenforceable or invalid under any applicable law or be so held by a decision of any applicable court / authority/ any other authority having jurisdiction in the present case, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, the validity, legality and enforceability of any or all the other remaining clauses or terms of this agreement shall not in any way be affected or impaired thereby and shall be binding between the **VENDORS/ ASSIGNORS/ DEVELOPERS, PURCHASER/s / ASSIGNEE/s** and the **CONFIRMING PARTY/SOCIETY**. However, that clause or term which is rendered unenforceable or invalid under any applicable law shall be changed and interpreted so as to best accomplish the objectives of such clause and /or term within the limits of applicable law or applicable court/authority's decision.
- 11.9. The **PURCHASER/s/ASSIGNEE/s** shall be liable to pay the stamp duty and the registration charges, if any, towards the execution and registration of this agreement.

12. ARBITRATION :

Any dispute or difference of any kind whatsoever, arising out of or in connection with or in respect of this agreement including any disputes regarding the interpretation, construction and validity of this agreement shall be referred and resolved by Arbitration by a Sole Arbitrator agreed upon in writing by both parties. The Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration and Conciliation Act 1996, of India. The venue of such Arbitration shall be Panaji, Goa and Courts in Goa alone shall have the jurisdiction.

13. SAFETY & DISCIPLINE :

During the period of construction, the **PURCHASER/s /ASSIGNEE/s** shall not enter the building(s) until 30 days before expected date of completion and all such visits shall be at the risk of the **PURCHASER/s/ ASSIGNEE/s**. Such visits will be with prior intimation and only in the presence of authorized representative of the **VENDORS/ ASSIGNORS / DEVELOPERS**. It being further agreed that the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall not be liable for any untoward incident or accident in such a case. The **VENDORS/**

ASSIGNORS/ DEVELOPERS project staffs are to focus on timely completion and quality construction and are not expected to respond to **PURCHASER/s/ ASSIGNEE/s** enquiries. No verbal assurances, given by any person, other than an authorized representative of the **VENDORS / ASSIGNORS/ DEVELOPERS** shall be considered to be a commitment made by the **VENDORS/ ASSIGNORS/ DEVELOPERS** and only written commitments made by such authorized representative of the **VENDORS/ ASSIGNORS/ DEVELOPERS** shall be considered to have been made on behalf of the **VENDORS/ ASSIGNORS/ DEVELOPERS**.

14. The possession of the **SAID FLAT** has not yet been given.

SCHEDULE - I
(DESCRIPTION OF THE SAID PROPERTY)

- a. All that piece and parcel of land known as “**CAVANTIAMCHEM MOROD**”, admeasuring 5940.00 sq.mts. situated at Caranzalem, within the limits of the Corporation of City of Panaji, Goa, which property is found described in the Land Registration office of Ilhas, under description no.1358 of Book B.16 (old) not enrolled for Matriz in the Taluka Revenue office of Ilhas and;
- b. All that piece and parcel of property known as “**NOVEM XETA**”, admeasuring 849.00 sq.mts. situated at Caranzalem, within the limits of the Corporation of City of Panaji, Goa, which property is not described in the Land Registration Office of Ilhas and enrolled in the Taluka Revenue office of Ilhas under no. 441, and;
- c. All that piece and parcel of property known as “**MASCOTEM**”, admeasuring 98.00 sq.mts. situated at Caranzalem, within the limits of the Corporation of Panaji, Goa, which property is not described in the Land Registration Office of Ilhas and enrolled in the Taluka Revenue office of Ilhas under no. 441, and;

The **SAID PROPERTY** totally admeasures 6887.00 sq.mts. and is surveyed under Chalta no.5 to 19 and 36 of P.T. Sheet No. 143 of the City Survey, Panaji, Goa. The entire property is presently bounded as under:

On the North : By 25 meters wide road and by an access;

- On the South : By properties bearing P. T. Sheet No.143
Chalta No.30 and 31 of the city survey,
Panaji, Goa;
- On the East : By properties bearing P. T. Sheet No.143
Chalta No.20 and 27 of the city survey,
Panaji, Goa;
- On the West : By properties bearing survey no.3/1,3/2
and 3/4 of the Village Taleigao, Tiswadi,
Goa;

SCHEDULE - II
(DESCRIPTION OF THE SAID FLAT)

The **SAID FLAT** bearing no. Flat No. _____, **Type ‘___’**, located on the ___ floor of Building no. ___, of the **the SAID BUILDING PROJECT** i.e. **ADARSH CO-OPERATIVE HOUSING SOCIETY LTD., a project by Milroc Good Earth Developers**, which flat is admeasuring _____ sq. metres of super built up area (including the incidence of common areas such as staircase, lift, club, gym etc.) and corresponding RERA carpet area being _____ sq. metres, being developed on the property described in **Schedule I**, herein above and shown delineated in red coloured boundary line in the **PLAN I** annexed hereto along with _____ car parking slot/s identified as _____ in the _____ level and for greater clarity shown delineated in red colour on the **PLAN II** annexed hereto, in accordance with Specifications as contained in **Schedule III** hereafter written.

SCHEDULE III
(DESCRIPTION OF SPECIFICATIONS)

The Structure:

It is a R.C.C. framed structure of columns, beams and slabs. Steel reinforcement to be used for RCC works shall be Tata 500D or JSW 500D.

The internal partition walls as well as external walls shall be of brick/block masonry/ or any other material as prescribed by the Structural Engineer.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal walls will be finished with Gypsum plaster on masonry.

Flooring and Skirting:

- (a) The Floors will be of Vitrified tiles (Basic rate Rs. 700/- per sq.m.).
- (b) Toilet dado and toilet floor will have ceramic tiles. (Basic rate Rs. 500/- per sq.m.). Toilet dado upto the false ceiling level.

Doors:

- (a) Entrance Main door : Flush door with lamination with Teak wood frame or equivalent;
- (b) Other internal doors : All other internal doors are flush doors with lamination with Teak wood frame or equivalent;
- (c) Doors to toilets : Flush doors with lamination with granite frame (Basic rate of granite Rs. 140/- per sq.ft.).
- (d) French doors : Aluminium anodised sliding French Doors (3 track/4 Track)-, with necessary fittings.
- (e) Hardware for doors : S.S. fittings or equivalent.

Windows:

Aluminium anodised sliding windows with necessary fittings.

Kitchen:

The Kitchen will have a Granite platform (Basic rate of Granite : Rs. 140/- per sq.ft.) with 60 cm ceramic tiles lining above the platform will be provided. (Basic Rate of ceramic tiles: Rs. 500/- per sq.m.). Stainless steel Nirali Jumbo sink (size 24"x18") with single bowl shall be provided.

Internal Décor:

Walls will be painted with plastic paint.

External Décor:

External walls will be painted with weather shield or equivalent paint.

Toilet:

- a) Concealed plumbing lines in the toilets.
- b) White colour sanitary ware of Kohler or equivalent brand.
- c) Jaquar/Kludi C.P. fittings or equivalent.

Electricals:

The Electrical copper wiring will be concealed with three phase connection and modular switches.

Water Tank/s :

A common underground sump with a common electric pump and common overhead tank will be provided. A common water connection will be provided.

Piped Gas system: Provision will be kept for piped gas system.

Elevators:

2 nos of Elevators of 8 and 13 passengers each shall be provided of OTIS or equivalent make in each building.

Common areas:

To be connected to a backup generator. The flats shall be given a backup generator connection upto 750 Watts for 3BHK and 400 Watts for 2BHK respectively.

General:

The **PURCHASER/s/ASSIGNEE/s** shall obtain their electric connection from the electricity department/ water connection from water department, for which they will pay the requisite meter deposit/service charges and other such expenses. The **VENDORS/ ASSIGNORS/ DEVELOPERS** shall only provide the **PURCHASER/s/ASSIGNEE/s** with the required test reports to the effect that the work is executed as per Government regulations. The Builder shall not be liable in case of any delay on part of Government authorities for releasing such electrical and /or water connection. All materials of brand, colour, texture, shade, etc are liable to change at the sole discretion of the **VENDORS/ ASSIGNORS /DEVELOPERS** who shall not be required to explain the reason for any such change due to non-availability, better option or any other reason.

SCHEDULE - IV
(MODE OF PAYMENTS)

<u>SR.NO.</u>	<u>STAGES</u>	<u>AMOUNT</u> <u>(INR)</u>
1.	On Booking.	
2.	On signing of Agreement.	
3.	On Completion of Basement Slab	
4.	On Completion of Stilt Slab.	
5.	On Completion of First Slab.	
6.	On Completion of Second Slab.	
7.	On completion of Third Slab	
8	On completion of Fourth Slab	
9.	On completion of Fifth Slab	
10.	On completion of Sixth Slab	
11	On completion of Seventh Slab	
12.	On Completion of Eight Slab.	
13.	On Completion of Masonry.	
14.	On Completion of External Plastering.	
15.	On Delivery	
	TOTAL	

Rupees _____ **Only**

IN WITNESS WHEREOF the Parties hereto have set their hands on the day and year first herein-above mentioned.

SIGNED & DELIVERED BY the
within named **VENDORS/
ASSIGNORS /DEVELOPERS**
at Panaji in the
presence of witnesses

) For **MILROC GOOD EARTH
DEVELOPERS**
)
)
)
) _____
**MRS. ALLAPARTHI
NAGAMANGA** for self and as
duly constituted Attorney of
**MR. ALLAPARTHI DURGA
PRASAD.**
(PARTNER)

PHOTOGRAPH OF MRS. ALLAPARTHI NAGAMANGA

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____
2. _____

2. _____
3. _____

3. _____
4. _____

4. _____
5. _____

5. _____

SIGNED & DELIVERED BY the
within named **PURCHASER/s**

)
)

ASSIGNEE/s at Panaji in the
presence of witnesses

)
)

PHOTOGRAPH OF MR./MRS.

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

2. _____

3. _____

4. _____

5. _____

1. _____

2. _____

3. _____

4. _____

5. _____

SIGNED & DELIVERED BY the
within named **CONFIRMING PARTY/**

)
)

SOCIETYat Panaji in the)
presence of witnesses)

**MR. ALLAPARTHI
DURGA PRASAD**
As duly constituted
Attorney of
i. MR. KIRAN D. SIRSAT
(CHAIRMAN)
**ii. MR. ARVIND A. KAMAT
WAGH**
(SECRETARY)
iii. MR. DEEPAK D’SOUZA
(TREASURER)

PHOTOGRAPH OF MR. ALLAPARTHI DURGA PRASAD

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

In the presence of witnesses:

1. Name : _____ Signature:_____

2. Name : _____ Signature:_____