

**AGREEMENT FOR CONSTRUCTION AND SALE**

This **AGREEMENT FOR CONSTRUCTION AND SALE** is made and executed at Vasco-Da-Gama, District of South-Goa, State of Goa, on this \_\_\_<sup>th</sup> day of \_\_\_\_\_, of the year 2018 (\_\_\_/\_\_\_/2018) **BY** and **BETWEEN:**

**M/s PRABHU REALTORS**, a partnership firm duly registered under the Indian Partnership Act, 1932, with its Regd. Office at Office No. 1, Rutirai Plaza, behind Bank of India, Mapusa Goa, with PAN AAMFP1643A and represented by its partner Shri. AMIT C. PRABHU, son of Shri. Chandrakant Prabhu, aged 35 years, businessman, married, married, holding AADHAR Card Bearing No. **8526 0347 2943**, r/o Whistling Woods, Plot No. E-17, Vasant Nagar, Gogol, Margao, Goa, Indian National, hereinafter referred to as the "**LAND OWNERS-CUM-DEVELOPERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, representatives, executors, administrators and assigns) of the **ONE PART**.

**AND**

**Mr.** \_\_\_\_\_, son of Shri. \_\_\_\_\_, aged \_\_\_ years, bachelor, occupation \_\_\_\_\_, holding PAN Card bearing No. \_\_\_\_\_, and holding Aadhar Card bearing No. \_\_\_\_\_, Indian National and resident of \_\_\_\_\_ - -, hereinafter referred to as the "**PROSPECTIVE PURCHASER**", (which expression unless repugnant to the context and meaning thereof shall mean and include his heirs, legal representative, executors, administrators and assigns) of the **SECOND PART**.

(i) WHEREAS the LAND OWNERS-CUM-DEVELOPERS are represented herein by Shri. Amit C. Prabhu by virtue of Power of Attorney dated 06/10/2015 executed before Notary Mrs. Vidhya A. Shet, under Reg. No. 24910/2015. The certified copy of same is filed in this office along with this Deed.

**AND WHEREAS** there exists a property known as "ASSOY", situated at Village Dabolim, within the limits of Village Panchayat of Dabolim, Taluka and Sub-

District of Mormugoa, District of South-Goa, State of Goa, not described in the Land Registration Office of Salcete, but enrolled in the Taluka Revenue Office under Matriz Nos. 673 (with House bearing Matriz No. 26), 674, 675 and 677, more particularly described in the SCHEDULE-I hereunder written and hereinafter referred to as "SAID ENTIRE PROPERTY".

**AND WHEREAS** the Said Entire Property was purchased by Shri. Manoel Constancio da Costa vide Public Deed of Sale and Purchase, Acquaintance, Obligation, Guarantee and Hypothecation dated 14/08/1880 duly recorded before the Notary Public in Salcete Jurisdiction under Note Book No. 102 at pages 171 overleaf upto 173 overleaf.

**AND WHEREAS** the Said Entire Property was enrolled under four different Matriz numbers, three being 673, 674 and 677 and the fourth as "Aforamento" under Matriz No. 675 and in all these Matriz the 2/3<sup>rd</sup> share is originally enrolled in the name of Mrs. Maria Ritinha Rodrigues for herself and as representative of her Children and remaining 1/3<sup>rd</sup> share in the name of Shri. Luiz Fonseca da Costa from Assoi.

**AND WHEREAS** Mr. Assis Adolf Costa, grandson of Mr. Manoel Costancio da Costa and Mrs. Maria Ritinha Rodrigues, along with others, filed a suit before the Court of Civil Judge Senior Division at Margao Viz. Special Civil Suit No. 44/1969 against Mr. Luis Fonseca da Costa and another and by Decree dated 15/10/1971 passed in above suit the Said Entire Property was allotted to the legal heirs of Shri. Bernardino Teotonio Costa, son of Mr. Manoel Costancio da Costa and Mrs. Maria Ritinha Rodrigues

**AND WHEREAS** the legal heirs of said Shri. Bernardino Teotonio Costa filed a suit for partition of the estate (which included amongst others the Said Entire Property) left behind by said Bernardino Teotonio Costa before the Court of Civil Judge Senior Division at Vasco-da-Gama viz. Special Civil Suit no. 29/1986/A.

**AND WHEREAS** by Preliminary Decree dated 08/10/1986 and Judgment dated 09/10/2006 and Decree dated 16/10/2006 passed in said Special Civil Suit no. 29/1986/A, the Said Entire Property amongst other properties were partitioned between the legal heirs of Bernardino Teotonio Costa.

**AND WHEREAS** aggrieved by the aforesaid Judgment and Decree, one of the heirs of Shri. Bernardino Teotonio Costa by name Mr. Alvarao Teotonio Rebello e Costa and his wife Mrs. Avita Barreto Costa filed an appeal before the Court of Adhoc District Judge-1, FTC-I, South Goa, Margao under Regular Civil Appeal No. 427/2010/FTC-I.

**AND WHEREAS** as per the Report prepared by E. B. Pereira on 09/01/2009, the parties in the above appeal filed consent terms and accordingly the Court of the Adhoc District Judge-I, FTC-I, South Goa decreed the appeal on 17/09/2010.

**AND WHEREAS** by virtue of Judgment and Decree dated 17/09/2010 passed in Regular Civil Appeal No. 427/2010/FTC-I on the basis of the Consent Terms, the Property numbered as F-1 (consisting of four plots numbered as F-1a, F-1b, F-1-c and F-1-d) admeasuring an area of 12262.00 sq. metres forming the property surveyed Survey No. 13/4 of Dabolim Village, was allotted jointly to Mr. Tolentino Pereira, his Mrs. Cintia Veromildes Adu Zinda Do Saldanha and Mr. Antonio Pereira alias Antonio Eutiquio Das Mercedes Pereira alias Anthony Pereira, Mrs. Maria Lourdes Pereira alias Ana Maria Lourdes De Silveira Pereira alias Ana Maria Lourdes Pereira, Mrs. Malvina Viegas Pereira alias Malvina Viegas Pereira Fernandes, Mr. Apolinario Wilfred Fernnades alias Wilfred Fernandes, Mr. Xavier Pereira, Mrs. Abizai Providenca Viegas Fernandes E Pereira alias Abizai Providenca Pereira and Mr. Sunil Viegas Pereira alias Sunil Pereira.

This property identified as Plot F-1 (consisting of four plots numbered as F-1a, F-1b, F-1-c and F-1-d) but now forming a separate and independent unit in itself having surveyed under Survey No. 13/4-A of Dabolim Village is hereinafter referred to as "SAID PROPERTY" and is better described in **SCHEDULE II** hereunder written.

**AND WHEREAS** said Tolentino Pereira expired 25/12/2011 leaving behind Mrs. Cintia Veromildes Adu Zinda Do Saldanha as his moiety holder and Mr. Xavier Antonio Savio Saldanha Pereira alias Savio Pereira (bachelor), Mrs. Natasha Pereira and her husband Mr. Nicolau Llyod Carvalho alias Llyod Carvalho as his sole and universal heirs, as declared by Deed of Succession dated 19/01/2012, duly drawn in the office of the Ex-officio Notary Public Salcete, at folios 50 to 51 of Deeds Book No. 1571.

**AND WHEREAS** in pursuance to the oral partition arrived at by and between Mrs. Cintia Veromildes Adu Zinda Do Saldanha and her children named above and Mr. Antonio Pereira alias Antonio Eutiquio Das Merces Pereira alias Anthony Pereira and others named above, the Plot F1-b was partitioned by meets and bounds from the Said Property and was allotted to Mrs. Cintia Veromildes Adu Zinda Do Saldanha and her children herein while the Plot F1-a, Said Plot F1-c and Plot F1-d were allotted jointly to Mr. Antonio Pereira alias Antonio Eutiquio Das Merces Pereira alias Anthony Pereira and others named above.

**AND WHEREAS** by Deed of Sale dated 14/08/2014, the Mr. Antonio Pereira alias Antonio Eutiquio Das Merces Pereira alias Anthony Pereira and others sold unto the LAND OWNERS-CUM-DEVELOPERS herein Said Plot F1-a, Said Plot F1-c and Said Plot F1-d.

**AND WHEREAS** by Agreement for Development, Construction and Sale dated 01/10/2014, Mrs. Cintia Veromildes Adu Zinda Do Saldanha and her children named above agreed to sell unto the LAND OWNERS-CUM-DEVELOPERS the Said Plot F1-b and pending the sale permitted the LAND OWNERS-CUM-DEVELOPERS to develop the Said Plot F1-b, against allotment of premises as mentioned in the said deed, to be constructed in the Block B of the complex.

**AND WHEREAS** Vide Order dated 28/07/2015 passed in Case No. LRC/PART/86/2015/2819, the Said Property has been partitioned from the Said Entire Property and is recorded under Survey No. 13/4-A of Dabolim Village.

**AND WHEREAS** the LAND OWNERS CUM DEVELOPERS herein, with intention to develop the Said Property by constructing three Blocks A, B and C of commercial/multi-family dwellings consisting of 235 flats, 27 shops, 4 offices, 10 rooms, security cabin, generator room, swimming pool, gymnasium and club house & obtained Various Permissions.

**AND WHEREAS** the Block B of the SAID COMPLEX has been duly completed by the LAND OWNERS CUM DEVELOPERS and the same has been certified to be fit for occupation by V. P. Dabolim vide its Occupancy Certificate dated 04/08/2017 under Ref. No. VP/CHI/79/Occup./2017-18/19/1029.

**AND WHEREAS** upon the completion of the Block B, the erstwhile land owners of the SAID PROPERTY have been put into the possession of all the premises as

agreed and in furtherance thereto, the LAND OWNERS CUM DEVELOPERS have acquired title to the Said Plot F1-b also.

**AND WHEREAS** the LAND OWNERS CUM DEVELOPERS are the owners in possession of the SAID PROPERTY in pursuance to Deed of Sale dated 14/08/2014 and Deed of Exchange cum Conveyance dated 03/10/2017.

**AND WHEREAS** Development Permission dated 27/11/2014 under Ref. No.MPDA/9-P-94/2014-15/702 issued by Mormugao Planning and Development Authority;

**AND WHEREAS** Construction Licence dated 16/12/2014 under No. VP/CHI/11/2014-15/22/327 dated 16/12/2014 issued by the Office of the Village Panchayat of Chicalim, Mormugao-Goa;

**AND WHEREAS** NOC from Urban Health Centre, Vasco dated 24/06/2015 under its Ref. No. UHCV/NOC/15-16/379;

**AND WHEREAS** Consent to Establish dated 16/06/2015 under Ref. No. 5/4836/15-PCB/C1-323 issued by the Goa State Pollution Control Board, Panaji,

**AND WHEREAS** Conversion Sanad dated 15/01/2016 under Ref. No. AC-II/MOR/04/CONV/70/2015/609 issued by Addl. Collector, South-Goa, Margao.

**AND WHEREAS** the Office of the Goa State Pollution Control Board, South Goa District Office, Margao -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 Office of the Directorate of Fire & Emergency Services, Margao-Goa issued NOC under No. -----DATED -----.

**AND WHEREAS** the Sub Registrar of Vasco-Da-Gama - Goa has issued a Nil Encumbrance Certificate for the above Survey No., under Certificate No. ----- of 201- dated --/--/----.

**AND WHEREAS** the Architect Mr. Rajeev M. Sukhthanker, having No.CA/91/14172 has issued a Estimate for construction of a Building in the above Survey No. 13/4-A.

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

**AND WHEREAS** by virtue of the above deeds of conveyance executed the Builder/Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Builder/Developer 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 Builder/Vendor has since started the execution of construction of the Buildings in the proposed complex named as **"PRABHU'S EMERALD"** to be constructed in the said property.

**AND WHEREAS** the Builder/Vendor has opened the plans for sale on ownership basis, the residential apartments in the proposed complex named as **"PRABHU'S EMERALD"** to be constructed in the said property.

**AND WHEREAS** on demand from the allottee, the Builder/Developer 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 Promoter's Architects Mr. Rajeev M. Sukhthanker 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 allottee has acknowledged the receipt of the same .

**AND WHEREAS** the authenticated copies of Certificate of Title issued by Adv. Gaurish M. Kudchadkar, Kamat Commercial, 2<sup>nd</sup> floor, Om Hari Mandir,Pajifon, Margao -Goa dated 18.01.2016 showing the nature of the title of the promoter 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 Promoter 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 promoter 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

**AND WHEREAS** the Purchaser approached Builder/Vendor to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential Flat No. \_\_\_ admeasuring \_\_\_ Sq. metres, along with attached open terrace admeasuring \_\_\_ sq. metres, both located on the \_\_\_\_\_ Floor of the Building "A" of the Said Complex with a right to use a Stilt Car Parking slot bearing No. \_\_\_\_\_, located on the lower basement floor of the building "A" in the complex named "**PRABHU'S EMERALD**" 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 Builder/Vendor 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 Promoter a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, the Promoter 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 Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (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 Promoter 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 Promoter shall construct the said building/s consisting of ..... lower ground floor, basement, ground floor and six 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter 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. meters, 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 Promoter and the Promoter hereby agrees to sell to the Allottee covered parking/ Garraige 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 spaces is 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 sum does 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 Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/Vendor 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 Builder/Vendor, 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 Promoter 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 Promoter) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess

amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs [REDACTED] 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 Builder/ Vendor Rs [REDACTED] as a non refundable amount towards legal charges.
- 1(j) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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 Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the 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 Promoter as well as the Allottee. The Promoter 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 promoters 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 Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is 12262.00 square meters only and Promoter 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 Promoter 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 Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter 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 Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the installments of sale Consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure, annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20..... If the Promoter 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 Promoter 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 Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of 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 Promoter, 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 Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or

association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 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 Builder/Vendor 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 Promoter 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 Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [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 Promoter 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 Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees 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 promoter shall not be liable to rectify or pay compensation. But the promoter may offer services to rectify such defects with nominal charges. Hairline cracks

and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

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 Promoter 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter 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 Promoter 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 Promoter 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 Promoter 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 promoter 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 Promoter, the following amounts :

- (i) Rs. 7500/- for share money, application entrance fee of the Society;
- (ii) Rs. 7500/- towards legal fees for drafting of Sale Deed;
- (iii) for proportionate share of taxes and other charges/levies in respect of the Society;
- (iii) Rs. 1,00,000/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 1 BHK flat while Rs. 1,25,000/- for deposit towards infrastructure tax, water and electricity connection, transformer cost and house tax charges (one year) in respect of 2 BHK flat;
- (iv) Rs. 25,000/- or Rs. 30,000/- towards Maintenance of 1 BHK & 2 BHK
- (v) such amount as determined and demanded towards installation of the transformer, sewerage line, line minimum charges at actual in proportionate to the area of the said premises;
- (vi) such amount as payable towards stamp duty and registration fees for the sale deed of the said premises.

11. The Allottee shall pay to the Promoter a sum of Rs. 10,000/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter 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 Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At



the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project 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 Promoter 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/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 Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
  - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoter as follows :
- i. To maintain the Apartment at the Allottee's own cost in good and tenable 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 Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

vi. Not to 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 Promoter within fifteen days of demand by the Promoter, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like

water, electricity, sewerage or any other service connection to the 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 Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said 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 promoter until sold/allotted.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the

Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee and/or Promoter 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 Promoter will attend such office and admit execution thereof.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D 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 Promoter name:

**M/s PRABHU REALTORS,**

by its partner Shri. AMIT C. PRABHU

Regd. Office at Office No. 1, Rutirai Plaza,

behind Bank of India, Mapusa Goa,

Notified Email ID: \_\_\_\_\_

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

28. JOINT ALLOTTEES

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

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.

**AND WHEREAS** the vendor/ developer is not receiving more than 10% of consideration amount till the said agreement is duly registered.

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**

**(Of the SAID ENTIRE PROPERTY)**

ALL THAT landed property known as "ASSOY" or "ASSOL" or "ASSOI", situated at Village Dabolim, within the limits of Village Panchayat of Dabolim, Taluka and Sub-District of Mormugoa, District of South-Goa, State of Goa, not described in the Land Registration Office of Salcete, but enrolled in the Taluka Revenue Office under Matriz Nos. 673 (with House bearing Matriz No. 26), 674, 675 and 677, surveyed under Survey No. 4/2, 9/1, 9/4, 12, 13/1, 13/4, 14 and 52/1 all of Dabolim Village, Mormugao Taluka and bounded as under:



- On the East : by top of hill;
- On the west : by the property of heirs of Paulo Antonio  
Conceicao de Lourenco Alvares, Pundolica Naique,  
Seguna Naique, Antonio Mascarenhas and Filippe  
Azaredo or his brother Salvador Azaredo and  
others
- On the North :by property of said Azaredo Slope of  
Assoichipaz which separates Assoi ward from  
Naquelim composed of coconut groves; and
- On the South : by top of the hill.

**SCHEDULE-II**

**(Of the SAID PROPERTY)**

ALL THAT landed property identified as F-1 consisting of Four Plots F-1a, F-1b, F-C and F-d totally admeasuring 12262.00 Sq. meters, forming part of the property under Survey No. 13/4-A of Dabolim Village which survey number forms part of the Said Entire Property described in SCHEDULE I herein above written and the Said Property is bounded as under:

- On the East : by road and Survey No. 14/1 of Dabolim  
Village;
- On the West : by 10.00 meters wide road.
- On the North : by "Mubeen Hotel" Survey No. 13/5;
- On the South : by National Highway NH17B.

**SCHEDULE III**

**(Description of the Premises)**

ALL THAT Double Bedroom Flat No. \_\_\_\_\_ admeasuring \_\_\_\_ Sq. metres of super built-up area, along with open terrace admeasuring \_\_\_\_ sq.metres, both located on the \_\_\_\_ Floor of the building "A" of the complex "PRABHU'S EMERALD" alongwith a right to use a Single Car Parking slot bearing No. \_\_\_\_\_, located on the lower basement floor of the building "A" of the Said complex named "PRABHU'S EMERALD" under construction in the SAID PROPERTY described in schedule II above and is bounded as under:

- On the East : by \_\_\_\_\_;
- On the West : by \_\_\_\_\_;

On the North : by \_\_\_\_\_;

On the South : by \_\_\_\_\_.

**SCHEDULE IV**  
**(Payment Schedule)**

The PROSPECTIVE PURCHASER shall make the payment to the DEVELOPERS as per the Schedule given below:

Sr. No.	Time of Payment	Percent of the total Consideration
i)	At the time of executing this agreement	Rs. /-
ii)	On the completion of Plinth	Rs. /-
iii)	On the completion of 1 <sup>st</sup> Slab	Rs. /-
iv)	On the completion of 2 <sup>nd</sup> Slab	Rs. /-
v)	On Completion of 3 <sup>rd</sup> Slab	Rs. /-
vi)	On Completion of 4 <sup>th</sup> Slab	Rs. /-
vii)	On Completion of 5 <sup>th</sup> Slab	Rs. /-
viii)	On Completion of latterite masonry	Rs. /-
ix)	On completion of Internal plastering	Rs. /-
x)	On completion of tiles fitting	Rs. /-
xi)	<u>At the time of Occupancy</u>	<u>Rs. /-</u>
TOTAL		Rs. _____/-

**SCHEDULE V**

**(Building Specifications For Flat, Fixtures, Fittings, And Amenities)**

**1. STRUCTURE:**

R.C.C. structure as per approved design of competent authority. External wall of 23 cm thick laterite masonry and internal walls 10 cms thick brick masonry.

**2. FLOORING:**

All rooms shall have flooring of vitrified/Porcelano tiles of size 2' x 2' with 3" skirting all along the walls. Bathroom/toilet block will have ceramic flooring and dado of bathroom will be with glazed tiles full height, shades and colors shall be as per availability of stock. Any specific color, shades or sizes shall be charged extra.

**3. WALL FINISH:**

Wall ready with Neeru finish, lambi and two coats of oil bound distemper for internal walls. Weather shield or equivalent paint for external walls.

**4. DOORS & WINDOWS:**

The main door frame shall be of teak wood and all bedroom and kitchen door frames of matti/sal wood. Main door will be internal doors will be flush with veneer finish on both sides. All internal doors will be of flush doors with veneer finish or sun mica finish on both sides. Windows shall be high quality powered coated aluminum sliding type windows.

**5. KITCHEN:**

Granite topped kitchen platform with stainless steel sink and 2ft height ceramic tile dado above granite platform.

**6. ELECTRICALS:**

The installation will be of copper wires through concealed wiring.

The points shall be as follows:

Hall	two light points, 2 fan points, one 3 pin 5 amps point, one T.V. cable point, one telephone point and one 3 pin 5 amps point on the switch board;
Bed rooms	two light points, one fan point, one plug on switch board, one AC point;
Kitchen	two light points, one fan point, one 3 pin 15 amps power plug and one 3 pins 5 amps plug point on switch board.
Veranda	One light point
Lobby	One light point
W.C./Toilet block:	One light point and one 3 pins 15 amps power point

All electrical fixtures shall fitted by the PROSPECTIVE PURCHASER

**7. TOILETS:**

Toilets shall be provided with wash basin with E.W.C. pan with CP fittings such as hot and cold mixture with shower, with one short body bibcock with health faucet.

**8. STAIRCASE AND PASSAGE:**

Staircase, landing and common passage will have flooring of ceramic tiles and steps will be of Kota.

**9. WATER SUPPLY:**

A Common R.C.C. storage water tank will be provided above the staircase of sufficient capacity and a common water sump at the basement level for individual building.

**10. PARKING:**

The PURCHASER shall strictly park his vehicle in the stilt parking slot No. \_\_\_\_\_ as allotted by the DEVELOPERS.

**NOTE:**

1. The doors and windows indicated in the approved/annexed plan and the specification are tentative. Alterations/changes in the position of the same may be made as per the requirement of the Architect.

**SCHEDULE VI**  
**(Details of Flat and Cost)**

Flat No.	:	_____
Parking slot no.	:	_____
Name of the Complex	:	“PRABHU’S EMERALD”
Building Name	:	“A”
Super Built-up area of flat	:	_____ Sq. metres approx.
Super Built-up area of Open terrace	:	___ Sq. metres approx.
Cost of the premises	:	Rs. _____/-
Payment towards Electricity/Water connection deposit charges and infrastructure and housetax charges for one year.	:	Rs. 1,25,000/-.
Maintenance charges for 5 years from date of occupancy	:	Rs. 1,50,000/- (i.e. total 5 cheques each amounting Rs. 30,000/-).
Fees towards the formation of Society (To be paid before taking possession)	:	Rs. 5,000/-.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

**“THE BUILDER/VENDOR”**

OF THE FIRST PART

-----

**M/s PRABHU REALTORS,**

by its partner Shri. AMIT C. PRABHU

**BUILDER/VENDOR**

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

4. \_\_\_\_\_ 4. \_\_\_\_\_

5. \_\_\_\_\_ 5. \_\_\_\_\_

SIGNED AND DELIVERED

BY THE WITHIN NAMED

**"THE FINANCIER/UNIT**

**HOLDERS" OF THE SECOND**

PART

---

ANNEXURE – A

Name of the Attorney at Law/Advocate- Adv. Gaurish M. Kudchadkar,

Address: Kamat Commercial, 2<sup>nd</sup> floor, Om Hari Mandir, Pajifon, Margao -Goa.

Date: 18.01.2016

Title Report

Details of the Title Report

The Schedule Above Referred to –

All part and parcel of land ALL THAT landed property identified as F-1 consisting of Four Plots F-1a, F-1b, F-C and F-d totally admeasuring 12262.00 Sq. meters, forming part of the property under Survey No. 13/4-A of Dabolim Village which survey number forms part of the Said Entire Property described in SCHEDULE I herein above written.

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/Promoter 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 Promoter 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)