

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mapusa, Bardez, Goa, on this
 ___ day of January, 2020

BETWEEN

C. PINTO BUILDER'S, a Partnership Firm registered before the Registrar of Firms under registration no. 246/17, dated 30/10/2017 of Volume No. 13 having its office at Comunidade Ghor, First Floor, Mapusa, Bardez, Goa, PAN card No. AAMFC9429M, GST No. 30AAMFC9429M1Z3, Office Phone No. 8888788025. The Partnership Firm is being represented by its Partners:-

1. **MR. CEDRIC WILLIAM FRANCIS PINTO**, son of Casmiro Francis Pinto, aged 61 years, married, business, holding PAN card No. ADNPP5679C, having Aadhar Card bearing no. 3265 6593 2872, mobile no. 9823054983, Indian National and resident of House no. 339, Shetyewado, Duler, Mapusa, Bardez, Goa.
2. **MR. CARLTON FRANCIS PINTO**, son of Cedric Pinto, aged 28 years, bachelor, business, Indian National, holding PAN Card No. BDLPP3734M, Aadhar Card No. 5836 2205 7717, mobile no. 8888788025, resident of House No. 339, Shetyewado, Dhuler, Mapusa, Bardez, Goa. (Hereinafter called the **VENDOR**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators, executors, partners and assigns) **OF THE OTHER PART; SHEWETH:**

AND

____(Hereinafter called the **PROPOSED PURCHASER**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators, executors, partners and assigns) **OF THE OTHER PART; SHEWETH:**

WHEREAS at Mapusa, Bardez, Goa, there is a property surveyed under Chalta no. 71 of P.T. Sheet No. 101 of City Survey Mapusa admeasuring 1127 Sq. Mts., situated at Billow, Ward No. 4, within the Jurisdiction of the Mapusa Municipal Council, Taluka Bardez, Sub-District Bardez, District North Goa, State of Goa, more particularly described in the Schedule below. (Hereinafter called the said property)

AND WHEREAS originally the said property belonged to late Francis Abreu alias Francisco Sebastiao de Abreu alias Sebastiao Abreu, Mrs. Rosaria Piedade De Mello alias Mrs. Maria Rosario Piedade de Meljo and Miss Magdalena Abreu alias Madelena Abreu.

AND WHEREAS after the death of the said late Francis Abreu alias Francisco Sebastiao de Abreu alias Sebastiao Abreu, Mrs. Rosaria Piedade De Mello alias Mrs. Maria Rosario Piedade de Mello and Miss Magdalena Abreu alias Madelena Abreu, an Inventory proceeding was filed bearing no. 49/2001/D in the Court of Civil Judge Senior Division of Mapusa and the said property which was listed in the list of asset as item no. 2 was allotted to Mrs. Peity Antonetta Domitilla De Souza. The said allotment is confirmed by the Order dated 06/01/2009 passed by the Civil Judge Junior Division in the said Inventory Proceeding.

AND WHEREAS thereafter the said Peity Antonetta Domitilla De Souza and her husband Mr. Lewis Hector De Souza executed a Deed of Transfer on 12/03/2011 and transferred all their right in the said property in favour of Mrs. Merlyn Celia Abreo and Mr. Sebastian Francis Abreo. The said Deed of Transfer was duly registered in the Office of the Sub-Registrar of Bardez under Registration No. BRZ-BK1-01287-2011, dated 14/03/2011.

AND WHEREAS by virtue of the said Deed of Transfer the said Mrs. Merlyn Celia Abreo and Mr. Sebastian Francis Abreo became the exclusive owners in possession of the said property.

AND WHEREAS the said Mrs. Merlyn Celia Abreo along with her husband Mr. Hygino Minguel Abreo and the said Mr. Sebastian Francis Abreo entered into an Agreement for Sale with Mr. Cedric W. F. Pinto, the sole Proprietor and Managing Director of **M/S. PRESTIGE BUILDERS AND DEVELOPERS** and agreed to sell the said property to the said Cedric W. F. Pinto. The said Agreement for Sale was duly registered in the Office of Sub-Registrar of Bardez under registration no. BRZ-BK1-01804-2014, dated 25/04/2014.

AND WHEREAS subsequently the said Mrs. Merlyn Celia Abreo along with her husband Mr. Hygino Minguel Abreo and the said Mr. Sebastian Francis Abreo along with his wife Mrs. Juliana Conceicao Abreo at the request of the said Mr. Cedric Pinto executed Deed of Sale on 28/04/2014 in favour of the said **M/S. PRESTIGE BUILDERS AND DEVELOPERS**, sole proprietary concern of the said Mr. Cedric W. F. Pinto and sold the said property to the said **M/S. PRESTIGE BUILDERS AND DEVELOPERS** and handed over peaceful possession to it. The said Deed of Sale was duly registered in the Office of Sub-Registrar of Bardez under registration no. BRZ-BK1-03873-2014, dated 27/08/2014.

AND WHEREAS by virtue of the said Sale Deed the said **M/S. PRESTIGE BUILDERS AND DEVELOPERS** became the exclusive owner in possession of the said property surveyed under Chalta no. 71 of P.T. Sheet no. 101 of City Survey Mapusa admeasuring an area of 1127 Sq. mts. situated at Mapusa, Bardez, Goa.

AND WHEREAS the said **M/S. PRESTIGE BUILDERS AND DEVELOPERS** had purchased the said property for the purpose of development and construction of Building Project and accordingly the said Cedric Pinto the sole Proprietor/Managing Director of the said **M/S. PRESTIGE BUILDERS AND**

DEVELOPERS had already obtained permission from N.G.P.D.A. bearing No. NGPDA/M/1461/502/18, dated 03/07/2018, so also construction licence from Mapusa Municipal Council bearing licence no. 15, dated 11/09/2018 for the construction of the building in the said property. Thereafter the said M/S. **PRESTIGE BUILDERS AND DEVELOPERS** obtained Sanad bearing No. 4/273/CNV/AC-III/2018/1391, dated 20/12/2018 from the Office of the Additional Collector – III North Goa District, Mapusa, Goa.

AND WHEREAS due to some genuine difficulties the Managing Director/Sole Proprietor of the said M/S. **PRESTIGE BUILDERS AND DEVELOPERS** transferred the said property in the name of another Partnership Firm i.e. **C. PINTO BUILDER'S**, the **VENDOR** herein, by executing Deed of Sale on 16/05/2019 and registered in the Office of Sub-Registrar of Bardez at Mapusa under Book -1 Document bearing Registration No. BRZ-1-1890-2019 on 26/06/2019.

AND WHEREAS by virtue of the said sale deed the **VENDOR** herein became the exclusive owner in possession of the said property.

AND WHEREAS there are no legal impediments on the said property, and the Vendor covenant that the same is without any encumbrance.

AND WHEREAS on the basis of the above mentioned Sanad and Construction Licence the Vendor started constructing a Residential Building Complex named as "L - PLAZA", comprising of Flats and still parking as per the revised plan approved by the North Goa Planning Development Authority in the said property.

AND WHEREAS the Prospective Purchaser has agreed to purchase a flat bearing number ___ on the ___ floor, (herein after referred to as "THE SAID FLAT") in the Building called "L - PLAZA", (herein after referred to as the said "BUILDING") being constructed in the said property by the Vendor.

AND WHEREAS the Vendor has appointed an Architect Mr. Krishnaraj L. Paraz bearing TCPD Reg. No. ___ / ___ / ___ registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Vendor wants to register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under (the 'said Act'), with the Real Estate Regulatory Authority at Goa.

AND WHEREAS the Vendor has appointed a Structural Engineer Mr. Viraj D. Paraz for the preparation of the structural design and drawings of the buildings and the Vendor will accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS the Vendor is the exclusive owner of the said property and has exclusive right to sell the said flats in the said building/s to be constructed by the Vendor in the said property and to enter into Agreement/s with the Prospective Purchaser/s of the flats, to receive the sale consideration in respect thereof;

AND WHEREAS, the predecessor of Vendor has obtained development permission from the North Goa Planning and Development Authority vide its no. N.G.P.D.A. bearing No. NGPDA/M/1461/502/18, dated 03/07/2018, so also construction licence from Mapusa Municipal Council bearing licence no. 15, dated 11/09/2018 for the construction of the building in the said property and Sanad bearing No. 4/273/CNV/AC-III/2018/1391, dated 20/12/2018 from the Office of the Additional Collector – III North Goa District, Mapusa, Goa for development and construction of building in the said property. (copy of the same is annexed herewith)

AND WHEREAS the authenticated copies of Certificate of Title issued by the Legal Practitioner of the Vendor, showing the nature of the title of the Vendor in the said property on which the building/flats are to be constructed, have been submitted to the Real Estate Regulatory Authority at Goa, under No. ____; authenticated copy is attached in ANNEXUR '1' hereto;

AND WHEREAS the authenticated copies of the plans of the layout as approved by the concerned Competent Authority and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been submitted to the Real Estate Regulatory Authority at Goa, under No. ____; authenticated copy is attached in ANNEXURE '1' hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the said flat agreed to be purchased by the Prospective Purchaser, as sanctioned and approved by the Competent Authority wherever applicable. The layout plan (marked in red colour lines in the plan) of the said flat has been annexed and marked as ANNEXURE '2' hereto;

AND WHEREAS the Vendor has got approvals from Concerned Competent Authority to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals 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 Vendor while developing the said property 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 competent authority;

AND WHEREAS the Vendor has accordingly commenced construction of the Said Building in accordance with the said approved plans.

AND WHEREAS the Prospective Purchaser has approached the Vendor for allotment of a flat No. ___ on ___ Floor situated in the said Building "L - PLAZA" being constructed in the said property by the Vendor. The layout plan (marked in red colour lines in the plan) of the said flat has been annexed and marked as ANNEXURE '2' hereto.

AND WHEREAS the carpet area of the said flat as defined under clause (k) of Section 2 of the said Act, Built up area is ___ Sq. Mts. carpet area is ___ sq. mts. and Balcony area is ___ sq. mts. as per RERA.

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 Prospective Purchaser has paid to the Vendor a sum of Rs. ___/- (Rupees ___ Lakh only), being an advance/part payment or an Application fee as provided in Section 13 of the said Act, (the payment and receipt whereof the Vendor admit and acknowledge) and the Prospective Purchaser has agreed to pay to the Vendor, the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under Section 13 of the said Act, the Vendor is required to execute a written Agreement for sale of the said flat with the Prospective Purchaser, being in fact these presents, and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor hereby agrees to sell and the Prospective Purchaser hereby agrees to purchase the said flat along with parking space to be allotted to the Prospective Purchaser.

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

1. The Vendor shall construct the said residential complex to be known as "L - PLAZA", comprising of flats, in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable, provided that the Vendor shall have to obtain prior consent in writing of the Prospective Purchaser in respect of variations or modifications which may adversely affect the flat of the Prospective Purchaser except any alteration or addition required by any Government authorities or due change in law.

1(a)(i). The Prospective Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Prospective Purchaser Flat No. ___ of the type ___ BHK of carpet area admeasuring ___ sq. mts. The Flat shall also have an carpet area of balcony of ___ sq. mts. Built up area

of ___ sq. mts. with no terrace area on ___ Floor in the building known as "L - PLAZA" (hereinafter referred to as "THE SAID FLAT") as shown in thereof the layout plan (marked in red colour lines in the plan) of the said flat has been annexed and marked as hereto annexed ANNEXURE '2' for the consideration of Rs. ___/- (Rupees ___ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas, facilities and specifications which are more particularly described in the SCHEDULE 'III' annexed herewith.

(ii) The Vendor hereby agrees to allot to the Prospective Purchaser silt parking Spaces.

1(b). The Prospective Purchaser has paid on or before execution of this Agreement, a sum of Rs. ___/- (Rupees ___ Lakh Only) as advance payment or application fee and hereby agrees to pay to the Vendor, the balance amount of Rs. ___/- (Rupees ___ Only) which are more particularly described in the SCHEDULE 'IV' annexed herewith.

Further, No Amount paid by the Cheque, Demand Draft or Pay Order, shall be deemed to have been received by the Vendor, until the value thereof is realized in the Bank Account of the Vendor. The total aggregate consideration amount for the flat including silt parking spaces is thus Rs. ___/- (Rupees ___ Only).

1(c). The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Infrastructure Tax, Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Vendor) up to the date of handing over the possession of the flat, which amounts shall be payable by the Prospective Purchaser to the Vendor as specified herein.

Further, that the total price includes Input Tax Credit Benefit of Goods and Service Tax aforementioned in the clause 1(a) Sub Clause (i). Further, that the Vendor shall be entitled to deposit all amounts as received from the Prospective Purchaser towards the payment of Goods and Service Tax, in a separate account, for the purpose of the prescribed monthly payments of Goods and Service Tax Return filings.

1(d). THE TOTAL PRICE IS ESCALATION – free, save and except escalations / increases, due to increase on account of development charges / taxes payable to the competent authority and / or any other increase in charges / taxes or other which may be levied or imposed by the competent authority/ Local Bodies/ Government from time to time, or in the event of any untoward rise in raw materials to be utilized by the Vendor for the Project, arising out of incidents of Force Majeure, Natural Calamity, War and Rebellion or any other incident of a like nature. The Vendor undertakes and agrees that while raising a demand on the Prospective Purchaser for increase in development charges, cost, or levies imposed by the competent

authorities etc. The Vendor 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 Prospective Purchaser, which shall only be applicable on subsequent payments.

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

1. (f) The Vendor shall confirm the final carpet area that has been allotted to the Prospective Purchaser 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 Vendor. If there is any reduction in the carpet area within the defined limit the Vendor shall refund the excess money paid by the Prospective Purchaser 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 Prospective Purchaser. If there is any increase in the carpet area allotted to the Prospective Purchaser, the Vendor shall demand additional amount from the Prospective Purchaser as per the next milestone of the Schedule of Payment which are more particularly described in the SCHEDULE '---' annexed herewith. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

2. (g). The Prospective Purchaser authorizes the Vendor 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 Vendor may in its sole discretion deem fit and the Prospective Purchaser undertakes not to object/demand/direct the Vendor to adjust his payments in any manner.

Each of the instalments mentioned in the sub-clause (ii) and (iii) shall be further sub divided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1. The Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Prospective Purchaser,

obtain from the concerned competent authority occupancy and/or completion certificates in respect of the flat.

2.2 ESSENCE OF CONTRACT:

2.2(a) Time is essence for the Vendor as well as the Prospective Purchaser. The Vendor shall abide by the time schedule for completing the project and handing over the flat to the Prospective Purchaser and the common areas to the association of the Prospective Purchaser's after receiving the occupancy certificate or the completion certificate or both, as the case may be , subject to all the Prospective Purchaser's paying all the consideration, and other sums due and payable to the Vendor per the terms of this Agreement. Similarly, the Prospective Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Vendor as provided in clause 1(b) herein above, ("Schedule of payment which are more particularly described in the SCHEDULE ' ___ ' annexed herewith").

2.2(b) the Vendor shall issue Demand Notice to the Prospective Purchaser for each of the installments, demanding payment of the installment relating to completion of concerned stage of constructions, as per the Schedule of Payment which are more particularly described in the SCHEDULE ' ___ ' annexed herewith.

2.2(c) The parties do hereby agree that time for payment of the installments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any such installments or part thereof shall be deemed to be the reasonable time and cause for the Vendor to terminate this agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, the Vendor shall have absolute right and discretion to accept payment of any installments or part thereof beyond the prescribed time along with interest as 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 (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus Two Percent) on such delayed installments, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by the Vendor and that it shall not affect the right of the Vendor to terminate this Agreement on that count or for that delay, in the future, It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this Agreement shall not in any way, change or alter the Schedule of Payment of further installments which are more particularly described in the SCHEDULE ' ___ ' annexed herewith.

2.2.(d). Delay in making Payment of the installments fixed herein may hamper the progress of construction of the Project and the Vendor shall not be held responsible for delay in completion of the stages of construction and consequent delay in total completion and delivery of the said premises to all the Prospective Purchaser within the time prescribed herein. It is clarified that such delay if any in completion stages of construction or delay in total completion or delay in delivery/possession may not

be equal to or in proportion to the number of days of delay in making payment of installment/s.

3. The Vendor hereby declares that the Floor Area Ratio available as on date in respect of the said property is ___ square meters only and the Vendor has planned to utilize Floor Area Ratio of ___ by availing of 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 Vendor has disclosed the Floor Area Ratio of ___ as proposed to be utilized by it on the said property in the said Project and the Prospective Purchaser has agreed to purchase the said flat based on the proposed construction and sale of flat to be carried out by the Vendor by utilizing the proposed Floor Area Ratio and on the understanding that the declared proposed Floor Area Ratio shall belong to the Vendor.

4. TERMINATION, NOTICE AND REFUND OF MONEY

4.1. If the Vendor fails to abide by the time schedule for completing the project and handing over the said flat to the Prospective Purchaser, the Vendor agrees to pay to the Prospective Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Prospective Purchaser, for every month of delay, till the handing over of the possession. The Prospective Purchaser agrees to pay to the Vendor, interest as specified in the Rules, on all the delayed payment which become due and payable by the Prospective Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Prospective Purchaser to the Vendor.

4.2. Without prejudice to the right of the Vendor to charge interest in terms of sub clause 4.1 above, on the Prospective Purchaser committing default in payment on due date of any amount due and payable by the Prospective Purchaser to the Vendor under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Prospective Purchaser committing three defaults of payment of installments, the Vendor may at his own option, terminate this Agreement; provided that, the Vendor shall give notice of 15 (fifteen) days in writing to the Prospective Purchaser, by Registered Post AD at the address provided by the Prospective Purchaser and mail at the e-mail address provided by the Prospective Purchaser, 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 Prospective Purchaser fails to rectify the breach or breaches mentioned by the Vendor within the period of notice then at the end of such notice period, the Vendor shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Vendor shall refund to the Prospective Purchaser, only the

85% (eighty five per cent) of the amounts received till then by the Vendor from or on behalf of the Prospective Purchaser, further deducting there from the amount of Taxes, Duties and Levies if any contained therein and/or already remitted to the concerned authorities, within a period of sixty days of the termination. No interest shall be payable, at all, by the Vendor on such amounts to be refunded.

4.3. It is specifically agreed that such refund shall be collected by the Prospective Purchaser from the Registered Office of the Vendor by giving to the Vendor, at least, 48 hours' notice, prior to arrival of the Prospective Purchaser to collect such refund. Such refund shall be made by Cheque payable at Mapusa, Goa. Further, Failure of the Prospective Purchaser to collect the amount of refund when called by the Vendor shall not vitiate the termination of this Agreement of such notice of Termination.

4.4. In the event the Prospective Purchaser has obtained any loan on the said premises or has created any encumbrance thereon, the Vendor shall be entitled to pay, out of such amount to be refunded, all such amount as to release the said Flat/shop from such loan liability and/or encumbrance, directly to the concerned Bank/financial institution and the same shall be deemed to be the payment made by the Vendor to the Prospective Purchaser.

4.5. The Vendor shall not be liable to pay to the Prospective Purchaser any interest on the amount so to be refunded and upon termination of this Agreement and refund of aforesaid amount by the Vendor. The Vendor shall be at liberty to dispose of and sell the said flat/s to such person and pay such price as the Vendor may, in its absolute discretion, think fit.

Further, at the time of collecting such refund, the parties hereto shall sign, execute and register necessary Deed of Cancellation in that regard, if found necessary.

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 Vendor in the said Building and the Flat/s as are more particularly described in the SCHEDULE '___' annexed herewith hereto.

6. COMPLETION AND DELIVERY:

6.1. The Vendor shall give possession of the flat to the Prospective Purchaser on or before _____. If the Vendor fails or neglects to give possession of the said flat to the Prospective Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then

the Vendor shall be liable on demand to refund to the Prospective Purchaser the amounts already received by him in respect of the said Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Vendor received the sum till the date the amounts and interest thereon is repaid.

Further, provided that the Vendor shall be entitled to reasonable extension of time for giving delivery of flat/s on the aforesaid date, if the completion of building in which the said flat 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.

6.2. The Vendor shall not incur any liability if they are unable to complete the said premises and/or deliver possession of the said premises of the Prospective Purchaser within the period stipulated herein, if the completion of the same is delayed by reason of non-availability of steel and/or cement and/or other building materials or water supply or electric power or for any other reason or unforeseen circumstances, beyond the control of the Vendor, including withholding of grant of Completion Certificate and/or the Occupancy Certificate by the concerned Authorities. In any of the aforesaid events, the Vendor shall be entitled to reasonable extension of time for delivery of the said premises as may be certified by the Architect or agreed mutually between the parties hereto.

7. PROCEDURE FOR TAKING POSSESSION

7.1. The Vendor, upon obtaining the occupancy certificate from the competent authority and the payment made by the Prospective Purchaser as per the Agreement, shall offer in writing the possession of the said flat to the Prospective Purchaser in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Vendor shall give possession of the said flat to the Prospective Purchaser. The Vendor agrees and undertakes to indemnify the Prospective Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor.

Further, the Prospective Purchaser agrees to pay the maintenance charges as determined by the Vendor or association of Prospective Purchaser's as the case may be. The Vendor on its behalf shall offer the possession to the Prospective Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.

7.2. The Prospective Purchaser shall take possession of the said Flat within 15 (fifteen) days of the written notice from the Vendor to the Prospective Purchaser, intimating that the said Flat is ready for use and occupancy.

7.3. At the time of taking delivery of the said flat from the Vendor, the Prospective Purchaser shall sign and execute the following:

- a). "Letter of Possession" based on the standard format of the Vendor.
- b). "Deed of Sale" for transfer of the said premises, in the name of the Prospective Purchaser and/or in the name of the Nominee/s of the Prospective Purchaser.
- c). Transfer Form for House-Tax Transfer, and application, undertaking, affidavit etc.
- d) Transfer form for Electricity and Water connection, and application, undertaking, affidavit, etc.
- e). Bye-laws, Declaration and other forms regarding formation of Society or Maintenance Society or any other Entity including membership forms.

7.4. FAILURE OF PROSPECTIVE PURCHASER TO TAKE POSSESSION OF THE FLAT:

Upon receiving a written intimation from the Vendor as per clause 7.1., the Prospective Purchaser shall take possession of the said Flat from the Vendor by paying all amounts, executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Vendor shall give possession of the said Flat to the Prospective Purchaser. In case the Prospective Purchaser fails to take possession within the time provided in clause 7.2 such the Prospective Purchaser 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 said Flat, the management and maintenance of the said Project and the Building thereon.

7.5. DEFECT LIABILITY PERIOD:

If within a period of five years from the date of handing over the said Flat to the Prospective Purchaser, the Prospective Purchaser brings to the notice of the Vendor any structural defect in the said flat or the building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service to them, wherever possible such defects shall be rectified by the Vendor at his own cost and in case it is not possible to rectify such defects, then the Prospective Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case the Prospective Purchasers carry out any work with the said flat after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining flats, then in such an event the Vendor shall not be liable to rectify or pay compensation. But the Vendor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, general wear and tear etc cannot be considered as defective work.

8. The Prospective Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence or as per the

applicable rules and regulations. The Prospective Purchaser shall use the parking space only for purpose of keeping or parking a vehicle.

9. The Prospective Purchaser along with other Prospective Purchaser of flat in the building shall join in forming and registering the Maintenance Association to be known by such name as the Vendor 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 Maintenance Association and for becoming a member, including the byelaws of the proposed Association and duly fill in, sign and return to the Vendor within 7 (seven) days of the same being forwarded by the Vendor to the Prospective Purchaser, so as to enable the Vendor to register, the common organization of the Prospective Purchaser's. No objection shall be taken by the Prospective Purchaser 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 Vendor to the Prospective Purchaser that the Flat is ready for use and occupancy, the Prospective Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat) of outgoings in respect of the said property and Building/s namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the association of the Prospective Purchaser's is formed and the maintenance of the said structure of the Building/s or wings is transferred to it, the Prospective Purchaser shall pay to the Vendor such proportionate share of outgoings as may be determined. The Prospective Purchaser further agrees that till the Prospective Purchaser's share is so determined the Prospective Purchaser shall pay to the Vendor, provisional contribution of Rs. ____/- per Five year towards the outgoings. The Prospective Purchaser 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 the Prospective Purchaser shall be regarded as default on the part of the Prospective Purchaser and shall entitle the Vendor to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. OTHER AMOUNTS PAYABLE HEREUNDER & ACCOUNTS:-

The Prospective Purchaser shall be liable to pay to the Vendor, as and when demanded by the Vendor, the following amounts:

- (i) Rs. _____/- for share money, application entrance fee of the Association.
- (ii) Rs. _____/- for formation and registration of the Association.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Association.
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Association or 5 years.
- (v) Rs. _____/- (Rupees _____ Only) for installation charges/deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. _____/- (Rupees _____ Only) for deposits of electrical receiving and sub station provided in Layout.
- (vii) Rs. _____/- (Rupees _____ Only) as legal charges,
- (viii) Rs. _____/- (Rupees _____ Only) as Infrastructure Tax.
- (ix) Rs. _____/- as Corpus in respect of the Association.
- (x) Rs. _____/- (Rupees _____ Only) as stamp duty and registration charges, or as may be applicable from time to time.
- (xi) Electrical consumption charges as per the bills raised by the Electricity Department or as may be demanded by the Vendor or the Association, in respect of the said premises from the date of connection to be paid by the Prospective Purchaser.
- (xii) House tax in respect of the said premises from the date of issue of Occupancy Certificate to be paid by the Prospective Purchaser.
- (xiii) Any increase or introduction of new rates, taxes and levies shall be exclusively borne and paid by the Prospective Purchaser.

11. The Prospective Purchaser shall pay to the Vendor a sum of Rs. _____/- (Rupees _____ Only) for meeting all legal costs, charges and expenses, including professionals costs of the legal practitioners/advocates of the Vendor in connection with formation of the Association 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 Prospective Purchasers shall pay to the Vendor, the Prospective Purchaser's 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 Prospective Purchaser shall pay to the Vendor, the Prospective Purchasers' 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 Association.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR:

The Vendor hereby represents and warrants to the Prospective Purchaser as follows:

- i. The Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has 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 Vendor 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 Vendor 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 Vendor 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 Prospective Purchaser created herein, may prejudicially be affected;
- vii. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of the Prospective Purchaser under this Agreement;
- viii. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said Flat to the Prospective Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Prospective Purchaser's the Vendor shall hand over lawful,

vacant, peaceful, physical possession of the common areas of the structure to the Association of the Prospective Purchaser.

- x. The Vendor 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 Vendor in respect of the project land and/or the project except those disclosed in the title report.

14. The Prospective Purchaser/s or himself/himself with intention to bring all persons into whosever hands the said flat may come, hereby covenants with the Vendor as follows:

- i. To maintain the said flat at the Prospective Purchaser's own cost in good and tenable repair and condition from the date that of possession of the said flat is taken and shall not do or suffer to be done anything in or to the building in which the flat 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 said flat is situated and the said flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so eave as to damage the construction or structure of the building in which the said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said flat is situated and in case any damage is caused to the building in which the said flat is situated or the said flat on account of negligence or default of the Prospective Purchaser in this behalf, the Prospective Purchaser shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Vendor to the Prospective Purchaser 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 contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Prospective Purchaser committing any act in contravention of the above provision, the Prospective Purchaser 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 said flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building

in which the said flat is situated and shall keep the portion, sewers, drains and pipes in the said flat and the appurtenances thereto in good tenable repair and condition, 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 damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said flat without the prior written permission of the Vendor 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 said flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Vendor within fifteen days of demand by the Vendor, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other people 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 said flat by the Prospective Purchaser for any purposes other than for purpose for which it is sold.

ix. The Prospective Purchaser shall not let, sub let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said flat until all the dues payable by the Prospective Purchaser to the Vendor under this Agreement are fully paid up.

x. The Prospective Purchaser shall observe and perform all the rules and regulations which the Association 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 said flat 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 Prospective Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the said flat 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.

xi. Till a conveyance of the structure of the building in which the said flat is situated is executed in favour of society/maintenance society/limited

society, the Prospective Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which the said flat is situated is executed in favour of association, the Prospective Purchaser shall permit the Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Prospective Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Noting contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said flat or of the said plot and building or any part thereof. The Prospective Purchaser shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendor until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Association as hereinbefore mentioned. All unsold and un-allotted inventory shall continue to remain the property of the Vendor until sold/allotted.

17. THE VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Vendor executes this agreement he shall not mortgage or create a charge on the said flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Prospective Purchaser who has taken or agreed to take the said flat. The Prospective Purchaser shall have no right to transfer/assign or sell the rights and interests created by virtue of this agreement unless the same is duly consented, in writing, by the Vendor, and, in case such transfer is required to be made after formation and registration of the association, the Prospective Purchaser shall obtain consent from the such association in addition to obtaining consent from the Vendor. However, such consent from the Vendor shall not be necessary after executing the required conveyance of the structure of the building and the required conveyance of the project land in favour of the Prospective Purchaser in

the respect of the said building along with the project land in which the said flat in situated.

18. BINDING EFFECT:-

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

19. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexure, 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, oral, or electronic and print media communication, if any, between the Parties in regard to the said flat, 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 THE PROSPECTIVE PURCHASER/SUBSEQUENT PROSPECTIVE PURCHASERS:

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 Prospective Purchaser's of the Flat, in case of a transfer, as the said obligations go along with the flat 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 there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Prospective Purchaser has to make any payment, in common with other Prospective Purchaser(s) in Project, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the flat in the project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Prospective Purchaser's.

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 Vendor through its authorized signatory at the Vendor's office, which may be mutually agreed between the Vendor and the Prospective Purchaser, after the Agreement is duly executed by the Prospective Purchaser and the Vendor or simultaneously with the execution of the said agreement shall be registered at the office of the Sub-Registrar at Bardez. Hence this agreement shall be deemed to have been executed at Mapusa, Goa.

26. The Prospective Purchaser and/or the Vendor shall present this agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor will attend such office and admit execution thereof.

27. NOTICES

That all notices to be served on the Prospective Purchaser and the Vendor as contemplated by this agreement shall be deemed to have been duly served if sent to the Prospective Purchaser or the Vendor by registered Post A.D. and notified Email ID/Under Certificate of posting at their respective addresses specified below:

Name of Prospective Purchaser: _____

Prospective Purchaser's Address: _____

Notified Email ID:

DEVELOPERS Address: _____

Notified Email ID: _____

It shall be the duty of the Prospective Purchaser and the Vendor 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 Vendor or the Prospective Purchaser, as the case may be.

28. JOINT PROSPECTIVE PURCHASERS:

That in case there are Joint Prospective Purchaser all communications shall be sent by the Vendor to the Prospective Purchaser 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 Prospective Purchasers.

29. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and registration of this Agreement shall be borne by the Prospective Purchaser.

30. INSPECTION OF THE SAID PREMISES AND DOCUMENTS:

30.1. It shall be the obligation of the Prospective Purchaser to inspect or to get inspected by a technically qualified person, the construction of the proposed building as well as the construction of the said premises, at every stage, so that objections, if any, regarding defect/s in such construction or execution of any item/s of construction be raised by the Prospective Purchaser or their authorized representative, in writing, while such work is in progress or within one week from date of execution of such item/s.

If no objections are given within such period, then it shall be deemed that execution of concerned item of work has been done with the full consent and concurrence of the Prospective Purchaser.

30.2. The Prospective Purchaser acknowledge having received from the Vendor, copies of :-

- (a) The title search report in respect of the project land along with all the documents listed in the said report, and
- (b) All the approvals, permissions and licences granted by various authorities along with approved site plan of the complex and approved floor plan of the building wherein the said premises is situated.

31. DISPUTE RESOLUTION:

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

32. GOVERNNING 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 Mapusa Courts will have the jurisdiction for this Agreement.

33. COMPLIANCE OF OBLIGATIONS UNDER FEMA

If the Prospective Purchaser is/are not Indian Citizens, but is/are Indian Citizen/s Resident/s outside India or person/s of Indian Origin by had earlier held Indian Passport, then all the payment under this agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR account and further the Prospective Purchaser shall also comply with all the requirements of the Foreign Exchange Management Act, 1999 and the Rules and Regulations made there under.

34. The Vendor does hereby declare that the plot hereby agreed to be sub-leased and every part thereof, is not subject matter of any rights of Scheduled Castes or Scheduled Tribes, as contemplated in the Notification No. RD/LAND/LRC/318/99, dated August 21, 1977 of the Government of Goa.

35. The Terms of this Agreement shall be specifically enforceable, time being the essence of this contract.

36. It is agreed and understood that the word "Prospective Purchaser" shall mean and include the Prospective Purchaser of premises, plural of the Prospective Purchaser as well as feminine gender of the Prospective Purchaser.

37. The possession of the said flat is not given today on the execution of this agreement.

SCHEDULE – I

DESCRIPTION OF THE PROPERTY

ALL THAT property surveyed under Chalta no. 71 of P.T. Sheet No. 101 of City Survey Mapusa, admeasuring 1,127 Sq. Mts., Situated at Billow, Ward No. 4, within the Jurisdiction of the Mapusa, Municipal Council, Taluka Bardez, Sub-District Bardez, District North Goa, State of Goa. The said property is bounded as under:-

East: By road.

West: By Chalta no. 57 of P.T. Sheet No. 101 of City Survey Mapusa.

North: By Chalta no. 70 of P.T. Sheet No. 101 of City Survey Mapusa.

AND

South: By road.

SCHEDULE – II

(DESCRIPTION OF THE SAID FLAT)

All that Flat No. ___ having a built up area ___ sq. mts., carpet area ___ sq. mts. situated on the ___ floor of the building known as "L - PLAZA", along with proportionate undivided share in the land (including silt car parking), having access by common staircase, the incidence of staircase, elevator and passage as per the approved plan attached hereto and marked in red colour:

SCHEDULE – III

SPECIFICATION OF THE FLAT

STRUCTURE

R.C.C framed structured with laterite / brick masonry walls.

FLOORING AND SKIRTING

Flooring of good quality vitrified tiles in all rooms.

TOILET / BATH

Ceramic floor tiling & glazed tile dado of toilets fitted with hot / cold water arrangement with shower facility having concealed plumbing.

KITCHEN

Is fitted with well polished granite platform with stainless steel sink and two feet high glazed tile dado above platform.

PLASTER / PAINTS

Cement plaster with all bound distemper paint internally and externally sand faced cement plaster with 'Snowcem' cement paint.

DOORS & WINDOWS

Doors of good quality paneled / flush shutters / Granite frames / Aluminium window with powder coating.

ELECTRICAL

Concealed electrical wiring with superior brand copper wire and branded switches.

Generator

For uninterrupted power supply for common areas & lift.

CAR PARKING

Stilt parking for vehicles.

SCHEDULE – IV

SCHEDULE OF PAYMENT

INSTALMENT WISE CALCULATION OF PAYMENT TOWARDS FLAT

INSTALMENTS	DESCRIPTION OF INSTALMENTS	%
1	ON BOOKING	30
2	ON COMPLETION OF MASONERY	10
3	ON COMPLETION OF PLASTER	10

4	ON COMPLETION OF ELECTRICAL	10
5	ON COMPLETION OF PLUMBING	10
6	ON COMPLETION OF TILING	10
7	ON COMPLETION OF DOORS & WINDOWS	5
8	ON COMPLETION OF PAINTING	10
9	ON COMPLETION OF FINISHING ITEMS	5

ANNEXURES

ANNEXURE '1'

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

ANNEXURE '2'

(Authenticated copies of the Layout plan of the flat agreed to purchased by the Prospective Purchaser as approved by the concerned local authority)

ANNEXURE '3'

(Authenticated copies of the Layout plan of the stilt Parking agreed to be allotted for the Prospective Purchaser as approved by the concerned local authority)

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