

Model Form of Agreement for the Project "Prime Retreat"

THIS AGREEMENT FOR SALE OF A FLAT is made at Vasco da Gama, Goa, this _____ day, of the month of _____, in the year Two Thousand and ____ (2018)

BY AND BETWEEN

PRIME BUILDERS, a Proprietorship Firm, having its Office at 2nd Floor, "Prime Corner", Vasco-da-Gama, Goa, represented herein by its Proprietor, MR. ANTHONY CEDRIC DIAS, Indian National [PAN Card No. _____], [Aadhar Card No. _____], aged _____ years, son of late Mr. Albert Dias, residing at " _____, hereinafter referred to as the "**PROMOTER**" (which expression unless repugnant to the context or meaning thereof shall also mean and include his heirs, successors-in-interest, legal representatives, administrators and assigns) of the **ONE PART**;

AND

(Name of the flat purchaser _____), Indian National, [PAN Card No. _____], [Aadhar Card No. _____], son/daughter/wife of _____, aged ____ years, (Occupation), residing at _____, hereinafter referred to as the "**FLAT ALLOTTEE**" (which expression unless repugnant to the context or meaning thereof shall also mean and include his/her heirs, successors-in-interest, legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS, the PROMOTER is the owner in title and possession of a property known as "Secachem - 2nd addition" admeasuring 1538 sq. mtrs., situated at Mercedes, Vaddem, Vasco da Gama, Goa, surveyed under Chalta No. 37 of P. T. Sheet No. 125 of City Survey of Vasco da Gama, more particularly described in **SCHEDULE-I** hereunder written and hereinafter referred to as the "**PROJECT LAND**".

AND WHEREAS:

A. The aforesaid property, now referred to as the PROJECT LAND herein, originally belonged to one Cosme Iago Araujo and his wife Mrs. Alba Araujo, also known as Alba Especiosa Carmelina Vaz e Araujo, as per Inventory Proceedings instituted upon the death of the said Cosme Iago Araujo in the Court of Civil Judge Senior Division, Salcete, Margao, being Inventory Proceedings No. 18.972/76. In the said Inventory Proceedings, the said property was listed at Sr. No. 19 in the list of assets and was allotted to his widow and moiety holder, the said Mrs. Alba Araujo;

B. The said Alba Araujo expired on 20.04.1987, leaving behind a Public Will dated 02.01.1986 registered at page 130 onwards of the Book of Public Wills No. 24 in the Office of the Sub-Registrar of Mormugao at Vasco da Gama. Vide the said Public Will dated 02.01.1986, the PROJECT LAND was bequeathed to her son, namely, Rafael Xaverito Jose Vas das Mercês Araujo alias Rafael Araujo, married to Fatima Lobo e Araujo. Thus, by virtue of the aforesaid Public Will, Rafael Xaverito Jose Vas das Mercês Araujo and his wife, Fatima Lobo e Araujo, became owners of the PROJECT LAND;.

(C) In the said Public Will dated 02.01.1986, two properties listed under Item A and Item C respectively, were described incorrectly as to their Chalta numbers. The property listed under Item C, being the said property known as "Secachem - 2nd addition" admeasuring 1538 sq. mtrs, was described incorrectly as being surveyed under Chalta No. 35 of P. T. Sheet No. 125 instead of Chalta No. 37 of P. T. Sheet No. 125. The brother and sister-in-law of the said Rafael Xaverito Jose Vas das Mercês Araujo, namely, Dr. Joao de Brito Araujo and his wife Wilma Menezes Mesquita e Araujo, who had a right to the property listed under Item A, instituted a civil suit in the Court of Civil Judge, Junior Division, at Vasco da Gama, registered as Regular Civil Suit No. 95/2003/D for declaration that the said property known as "Secachem - 2nd addition" admeasuring 1538 sq. mtrs, described under Item C in the said Will dated 02.01.1986, was actually surveyed under Chalta No. 37 of P. T. Sheet No. 125, in addition to seeking a declaration in the same Suit, in respect of the property listed under Item A. The said Suit was decreed on 08.01.2004, subsequent to which, mutation entry in respect of Chalta No. 37 was made in favour of Rafael Araujo (alias Rafael Xaverito Jose Vas das Mercês Araujo) vide Mutation Certificate Order No. 10/2004 dated 4.6.2004 of the Inspector of Surveys and Land Records, City Survey, Vasco da Gama. Thus with effect from 08.01.2004, the said Rafael Araujo enjoyed clear rights and title to the said property known as "Secachem - 2nd addition" admeasuring 1538 sq. mtrs, and surveyed under Chalta No. 37 of P.T. Sheet No. 125 of the City Survey of Vasco da Gama;

(D) by Deed of Sale dated 23.01.2017 duly registered with the sub registrar of Mormugao under registration No. MOR-BK1-00119-2017, Mr. Rafael Xaverito Jose Vas das Mercês Araujo alias Rafael Araujo and his wife Mrs. Fatima Lobo e Araujo, sold the said property known as "Secachem - 2nd addition" admeasuring 1538 sq. mtrs, and surveyed under Chalta No. 37 of P.T. Sheet No. 125 of the City Survey of Vasco da Gama (the PROJECT LAND) to Prime Builders. Consequently with effect from 23.01.2017, the title in the said property came to vest solely in Prime Builders, a proprietary concern of Mr. Anthony Cedric Dias.

(E) The survey plan of the PROJECT LAND shows the existence of four house structures on the PROJECT LAND, identified with the letters "A", "B", "C" and "D". Out of these four house structures, three house structures identified with the letters "A", "B" and "C" stand demolished as on the date hereof, as the occupants of these three house structures have

vacated their respective house structures and given permission to the PROMOTER to demolish their respective house structures, for a consideration and on terms agreed between the said occupants of the said three house structures and the PROMOTER. Presently the fourth house structure identified with the letter "D" is left un-touched since the occupant of this house structure and the PROMOTER could not come to settlement terms for vacating and demolishing the said house structure. The PROMOTER will allow the occupant of this house structure, i.e. the structure bearing the letter "D", easementary access from the public road through the PROJECT LAND to the house structure and such right will continue in favor of the occupant of the said house structure "D" in perpetuity, so long as the said house structure exists on the PROJECT LAND.

(F) the PROMOTER has accordingly prepared a development scheme in the form of a multi-storeyed building project, consisting of shops on the ground floor and double bedroom type flats on upper four floors, named "**PRIME RETREAT**", to be executed on the SAID PROPERTY, and the PROMOTER has received the necessary statutory approvals for the said development scheme from the concerned statutory authorities, namely, Mormugao Planning & Development Authority vide its Order No. MPDA/1-P-246/2016-17/116 dated 28.04.2016 and Mormugao Municipal Council vide its Construction Licence No. 09/2016 dated 05.05.2016, [hereinafter referred to as the "**SAID PROJECT**"]. The present approvals granted to the SAID PROJECT are proposed to be revised by the PROMOTER;

(G) the PROMOTER is in possession of the PROJECT LAND and the PROMOTER is entitled and authorised to construct and complete the SAID PROJECT in accordance with the recitals herein above.

(H) The PROMOTER has duly registered the SAID PROJECT with the Goa Real Estate Authority under Registration No. _____, under the provisions of the Real Estate (Regulation and Development) Act 2016 and Rules framed thereunder by concerned Govt. Authorities;

(I) The FLAT ALLOTTEE has agreed to purchase from the PROMOTER one of the double bedroom flats of the Said Project, identified as Flat No. _____, on the _____ floor, to be constructed with the building specifications given in "**SCHEDULE-IV**" hereunder written, having a carpet area (as defined under RERA) of _____sq. mtrs., as per the floor plan of the flat annexed hereto as "**ANNEXURE-A**", the flat more particularly described in "**SCHEDULE-II**" hereunder written and hereinafter called the "**SAID FLAT**" and the Promoter has agreed to sell the SAID FLAT to the FLAT ALLOTTEE, along with the corresponding proportionate undivided share of land appurtenant to the SAID FLAT, at or for a **basic price** of Rs. _____/-(Rupees _____, only), excluding all government taxes/fees/charges (consisting of tax paid or payable by the PROMOTER by way of Infrastructure Tax, GST, Cess

or any other taxes/fees/charges which may be levied, by any Government Authority, in connection with the construction of and carrying out the SAID PROJECT, payable by the PROMOTER up to the date of handing over the possession of the SAID FLAT to the FLAT ALLOTTEE under the terms hereof);

(K) The PROMOTER has appointed design consultants for the SAID PROJECT specifically, i.e. a Consulting Architect registered with the Council of Architects for the preparation of architectural drawings, namely Mr. Anand Prakash, and a Consulting Structural Engineer registered with the Institution of Engineers (India), namely Mr. A. Olavo Carvalho, for the preparation of the structural design and drawings of the building and their services will include periodic supervision of work till the completion of the building and issuing of "work completed satisfactorily" certificates at every cardinal stage of work, as set out in Schedule-III hereunder written. In case the present design consultants are changed for any reason whatsoever, then the PROMOTER shall bring the same to the notice of the FLAT ALLOTTEE, for information purposes only;

(L) The PROMOTER has given inspection to the FLAT ALLOTTEE, of all documents of title relating to the PROJECT LAND and the statutory approvals, clearances, licences granted by the concerned statutory authorities to the SAID PROJECT, the building specifications decided by the Design Consultants and the PROMOTER, the registration certificate under Goa-RERA and of any other related documents and the FLAT ALLOTTEE hereby acknowledges being satisfied with the same. Along with this Agreement, the PROMOTER shall hand over one set of copies of all such related documents to the FLAT ALLOTTEE.

(M) Prior to the execution of this Agreement, the FLAT ALLOTTEE has paid to the PROMOTER a sum of Rs _____, being advance payment, which the PROMOTER hereby admits and acknowledges having received, to be adjusted against the cost of the SAID FLAT.

(N) The Parties hereto, relying upon 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, and in accordance with the provisions of RERA Act 2016, have now decided to enter into, execute and register this Agreement on the terms and conditions appearing hereinafter.

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

1. The PROMOTER shall, under normal conditions and circumstances, construct the SAID PROJECT in all respects in accordance with the approvals and revisions thereto, granted by the statutory authorities from time to time, wherever applicable. Provided however that the PROMOTER shall obtain the consent of the FLAT ALLOTTEE in case of any proposed revisions,

variations or modifications, after the date of this Agreement, which may adversely affect the SAID FLAT, except in the case of any changes required by Government Authorities or due to change in law.

2.(i) The FLAT ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the FLAT ALLOTTEE, the SAID FLAT, i.e. Flat No. _____, on the _____ floor, to be constructed with the building specifications given in "SCHEDULE-IV" hereunder written, having a carpet area (as defined under RERA) of _____sq. mtrs., as per the floor plan of the flat annexed hereto as "ANNEXURE-A", the flat more particularly described in "SCHEDULE-II" hereunder written. The SAID FLAT shall also have an exclusive carpet area of _____ nos. balconies of _____sq.mtrs. ,as shown in the floor plan (Annexure-A), for a **basic price** of Rs. _____/- (Rupees _____,Only) which includes the proportionate incidence of common area comprising of common staircases, landing/lobby and elevator block from ground floor to top floor, including all external walls, only, but excludes all Government taxes/fees/charges and other additional amounts as set out in Clause (4) below.

2.(ii) The FLAT ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the FLAT ALLOTTEE covered parking bearing No. _____, as shown in parking plan annexed hereto as "ANNEXURE-B" situated under stilts at ground floor level of the building for a **consideration** of Rs. _____/- (Rupees _____, Only)

2.(iii) The total aggregate consideration amount for the SAID FLAT including covered car parking is thus Rs. _____/- (Rupees _____, Only), (2.i. plus 2.ii)

3. The FLAT ALLOTTEE shall pay the above mentioned Basic Price of the SAID FLAT, as per Clause (2.i) above, to the PROMOTER, in the manner set out in "SCHEDULE-III" hereunder written, hereinafter called the "AGREED SCHEDULE OF PAYMENT", along with all Govt. taxes, as may be applicable, at prevailing rates. As on the date hereof, the ALLOTTEE has paid to the PROMOTER, a sum of Rs _____/- (Rupees _____, only), towards the basic price of the SAID FLAT, which the PROMOTER hereby acknowledges and admits having received, leaving a balance amount of Rs _____/- (Rupees _____, only) to be paid by the FLAT ALLOTTEE to the PROMOTER towards the basic price of the SAID FLAT, along with along with all Govt. taxes, as may be applicable, at prevailing rates, as set out in Clause (4) below .

4. Upon completion of every stage of work and consequent stage payment falling due to the PROMOTER, in terms of Schedule-III hereunder written and/or upon any other amount under this Agreement falling due to the PROMOTER, in terms of Clause (5) below, the

PROMOTER shall issue a "Demand Notice for Payment"(which shall include all taxes payable with the stage payment) in writing to the ALLOTTEE who shall be liable to pay such demanded amount within 10 days from the date of such demand notice. In other words, the due date of payment shall be the 10th day from the date of such demand notice. Without prejudice to any other rights of the PROMOTER, any amounts falling due to the PROMOTER and remaining unpaid beyond a grace period of 10 days after the due date, shall automatically attract interest as provided under RERA, from the date the payment fell overdue (20 days from date of demand notice) till the date of realisation of payment and the FLAT ALLOTTEE agrees to pay such interest on demand from the PROMOTER.

5. The basic price of the SAID FLAT as stated in Clause (2.i) above excludes all applicable Government taxes, charges, fees, deposits, levies and any other amounts, paid or payable by the PROMOTER by way of Infrastructure Tax, GST, Cess or any other taxes/fees/charges which may be levied, by any Government Authority in connection with the construction of and carrying out the SAID PROJECT, already paid and/or payable by the PROMOTER up to the date of handing over the possession of the SAID FLAT to the FLAT ALLOTTEE under the terms hereof and also other deposits/amounts such as, proportionate share of deposits & charges for obtaining water & electricity connections from concerned Govt. Authorities, proportionate cost towards transformer centre, electricity meter and diesel generator for power back up of elevator and staircase, stamp duty, registration fee, legal fees/costs & incidental expenses thereto, proportionate contribution for meeting common expenses after completion of project, society/association application/formation expenses and fees and/or any other Govt. taxes, charges, levies that may be introduced hereafter. All these additional amounts, shall be paid by the ALLOTTEE to the PROMOTER, as and when so demanded by the PROMOTER in writing, over and above the consideration mentioned in Clauses (2.i) and (2.ii) above.

6. The total consideration for the SAID FLAT mentioned in Clauses (2.i) and (2.ii) above, 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/takes 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 FLAT 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 FLAT ALLOTTEE.

7. The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the FLAT ALLOTTEE 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 an FLAT ALLOTTEE by the PROMOTER.

8. The FLAT ALLOTTEE hereby authorises 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 FLAT ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his/her payments in any particular manner.

9. Timely compliance of their respective obligations under this Agreement is essence for the PROMOTER as well as the FLAT ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the SAID FLAT and handing over the same to the FLAT ALLOTTEE and the common areas to the association of the flat allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be, subject to all the FLAT ALLOTTEES having paid all the consideration and other sums due and payable to the PROMOTER as per this Agreement signed with the FLAT ALLOTTEE and other agreements signed with other flat allottees of other flats in the SAID PROJECT. Similarly, the FLAT ALLOTTEE shall make timely payments of the instalments and other dues payable by him/her to the PROMOTER under the terms hereof and meeting all the other obligations under this Agreement.

10. If the PROMOTER fails to abide by the time schedule for completing the SAID FLAT and handing over the SAID FLAT to the FLAT ALLOTTEE, the PROMOTER agrees to pay to the FLAT ALLOTTEE, who does not intend to withdraw from the SAID PROJECT, interest as specified in the RERA Act 2016 and Rules made thereunder, on all the amounts paid by the FLAT ALLOTTEE, for every month of delay, till the handing over of the possession of the SAID FLAT. Likewise, the FLAT ALLOTTEE agrees to pay to the PROMOTER, interest as specified in the said RERA Act 2016 and Rules made thereunder, on all the delayed payment/s which have fallen overdue from the FLAT ALLOTTEE to the PROMOTER under the terms of this Agreement from the date the said amount falls overdue by the FLAT ALLOTTEE to the PROMOTER.

11. Timely payment by the FLAT ALLOTTEE to the PROMOTER is the essence of this Agreement. The FLAT ALLOTTEE shall be deemed to have committed a default hererof when payment due to the PROMOTER is not made by the due date, explained in Clause (4) above. In case of such default and without prejudice to the right of the PROMOTER to charge interest in terms of Clause (10) above, the PROMOTER shall be entitled to terminate this Agreement, after giving the FLAT ALLOTTEE notice period of 30 days and giving him an opportunity to remedy the default within the said notice period and upon the FLAT ALLOTTEE'S failure to do so, this Agreement shall stand automatically cancelled, unless reinstated in writing by the PROMOTER by cancelling/withdrawing the termination notice. Once this Agreement is so terminated by the PROMOTER, the PROMOTER shall be obliged to refund to the FLAT

ALLOTTEE, within a period of 60 days thereafter, under a "Deed of Cancellation of Agreement", only the amount till then paid by the FLAT ALLOTTEE to the PROMOTER towards the basic price of the SAID FLAT, (forfeiting any other amounts paid towards Govt. taxes/fees/charges), without interest, after deducting therefrom an amount of Rs. 1,00,000/- (Rupees One Lakh only) towards liquidated damages. PROVIDED HOWEVER THAT, in case the FLAT ALLOTTEE has taken a loan to finance the purchase of the SAID FLAT from any Bank/Financial Institution, in whose favor the PROMOTER has, at the request of the FLAT ALLOTTEE, allowed such Bank/Financial Institution to create mortgage over/in respect of the SAID FLAT, then the full refund by the PROMOTER shall compulsorily be made in favour of the said Bank/Financial Institution, on the account of the FLAT ALLOTTEE, in exchange for release of mortgage over the SAID FLAT by the said Bank/Financial Institution. The receipt for such refund from such Bank/Financial Institution shall fully discharge the PROMOTER from any obligation towards the FLAT ALLOTTEE in respect of refund due to him upon termination of this Agreement under these provisions and it shall be the responsibility of the ALLOTTEE to settle his own accounts with such Bank/Financial Institution.

12. The PROMOTER shall, under normal conditions and circumstances, complete the construction of the SAID FLAT by _____ (hereinafter called the "completion date"), on the condition that the FLAT ALLOTTEE strictly makes timely payment of the various amounts falling due to the PROMOTER under this Agreement, and observes all other terms and conditions as provided in this Agreement. Without prejudice to any other rights of the PROMOTER under the terms hereof, in the event of delay beyond 15 days after the due date, in payment by the FLAT ALLOTTEE of any amount due and payable to the PROMOTER, the completion date of the SAID FLAT shall stand cancelled and fresh completion date shall be intimated to the FLAT ALLOTTEE. The completion date mentioned herein means the completion of work by the PROMOTER alongwith obtaining the post-construction clearances of the concerned statutory authorities. Provided however that since the process of obtaining such clearances within a given time frame is not within the ordinary control of the PROMOTER, in the event of any delay on the part of any statutory authority, clearly not attributable to the PROMOTER, then the PROMOTER shall be allowed extension of time as may be required. Provided further that the Promoter shall further be entitled to reasonable extension of time for completing the construction of the SAID FLAT, if the completion is delayed on account of war, civil commotion or act of God; any notice, order, rule, notification of the Government and/or other public or competent authority/court and any other force-majeure event beyond the ordinary control of the PROMOTER.

13. If for any reasons other than those covered by the provisions of Clause (12) above, the PROMOTER fails or is unable to complete and give possession of the SAID FLAT to the FLAT ALLOTTEE by the agreed completion date or such extended date, as the case may be, then the FLAT ALLOTTEE shall be entitled to terminate this Agreement by serving a notice of

termination in writing upon the PROMOTER and giving the PROMOTER a period of 30 days to complete the SAID FLAT and hand over the same to the satisfaction of the FLAT ALLOTTEE, failing which this Agreement would stand terminated by the ALLOTTEE by such notice. Upon this Agreement being so terminated by the ALLOTTEE, the PROMOTER shall, with the execution of a "Deed of Cancellation of Agreement" and within a period of 60 days from such termination, refund to the ALLOTTEE, the amount till then received from the FLAT ALLOTTEE towards the basic price of the SAID FLAT, along with interest as provided under RERA Act 2016 and Rules made thereunder, after which the PROMOTER shall be free to allot the SAID FLAT herein to any other purchaser of his choice and on any terms and conditions deemed fit by the PROMOTER.

14. The PROMOTER shall not allow any changes at the request of the FLAT ALLOTTEE which, in the opinion of the PROMOTER, affect and/or alter the external elevation of the building/s. Further no changes shall be allowed in the locations of kitchen and toilets in the SAID FLAT. However the PROMOTER may allow the FLAT ALLOTTEE to make certain changes to the internal building specifications of the SAID FLAT and difference in cost, if any, is to be borne by the FLAT ALLOTTEE, as per quotation to be given by the PROMOTER.

15. Until such time the SAID FLAT is completed and handed over by the PROMOTER to the FLAT ALLOTTEE under this Agreement, no other Agency/Contractor shall be permitted to carry out any work in the SAID FLAT on behalf of the FLAT ALLOTTEE. It is clarified that the FLAT ALLOTTEE cannot carry out any false ceiling work, interior carpentry and other such finishing works (outside the scope of work of the PROMOTER under this Agreement), before the SAID FLAT is completed and handed over to him/her under the terms hereof.

16. The PROMOTER shall have the first lien and charge on the right, title and interest of the FLAT ALLOTTEE in the SAID FLAT hereby agreed to be purchased by the FLAT ALLOTTEE for all the monies that the FLAT ALLOTTEE is liable to pay to the PROMOTER under these presents. The FLAT ALLOTTEE cannot let, sublet, transfer, assign or part with his interest or benefits under this Agreement to any other purchaser, before the SAID FLAT is completed and handed over. In the event the FLAT ALLOTTEE desires to surrender his rights under this Agreement and assign the same to another purchaser, subject to the new purchaser being acceptable to the PROMOTER, then the FLAT ALLOTTEE shall pay the PROMOTER a flat transfer fee of Rs 2,00,000/- (Rupees Two Lacs Only).

17. Upon completion of the SAID FLAT by the PROMOTER in accordance with the terms of this Agreement, the PROMOTER shall intimate the FLAT ALLOTTEE about the completion of the SAID FLAT and advise the FLAT ALLOTTEE about the final dues and other amounts, to be paid to take possession of the SAID FLAT. The PROMOTER shall also separately advise the FLAT ALLOTTEE about all the amounts payable in terms of Clause (3) above, including the

proportionate amount of stamp duty, registration fee, legal expenses and incidental expenses, which would be required to meet the conveyance expenses for execution of deed of sale or conveyance deed, and upon receipt of all amounts so claimed from the FLAT ALLOTTEE, the PROMOTER shall hand over the possession of the SAID FLAT to the FLAT ALLOTTEE by executing a "Deed of Handing Over Possession of a Flat" with the FLAT ALLOTTEE.

18. The FLAT ALLOTTEE along with other allottees in the SAID PROJECT shall join in forming and registering a society or association to be known by such name as the PROMOTER may decide and for this purpose sign and execute the application for registration and/or membership and all other papers and documents necessary for the formation and registration of the society or association and for becoming a member, including the bye-laws of the proposed society or association and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the FLAT ALLOTTEE, so as to enable the PROMOTER to register the society or association. No objection shall be taken by the FLAT ALLOTTEE if any changes or modifications are made in the bye-laws, as may be required by any competent authority, as the case may be.

19. Within 15 days after notice in writing is given by the PROMOTER to the FLAT ALLOTTEE that the SAID FLAT is ready for use and occupancy, the FLAT ALLOTTEE shall be liable to bear and pay the proportionate share of outgoings in respect of the SAID PROJECT, namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, electricity & water charges, insurance, common lights, repairs and salaries of security guard/s, sweepers and all other expenses necessary and incidental to the management and maintenance of the SAID PROJECT. Until the society or association of allottees is formed and the maintenance of the SAID PROJECT is transferred to it, the FLAT ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The FLAT ALLOTTEE further agrees that the FLAT ALLOTTEE shall pay to the PROMOTER monthly/yearly contribution as demanded by the PROMOTER. The FLAT ALLOTTEE undertakes to pay such contribution and such proportionate share of outgoings regularly 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 FLAT ALLOTTEE shall be regarded as the default on the part of the FLAT ALLOTTEE and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.

20. The FLAT ALLOTTEE shall make all the necessary payments due to the PROMOTER and take possession of the SAID FLAT within 15 days of the written notice from the PROMOTER to the FLAT ALLOTTEE intimating that the SAID FLAT is ready for use and occupancy.

21. If within a period of five years from the date of handing over the SAID FLAT to the FLAT ALLOTTEE, the FLAT ALLOTTEE brings to the notice of the PROMOTER 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, not arising out of normal wear and tear and/or misuse by the FLAT ALLOTTEE, 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 FLAT ALLOTTEE shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as may be provided under the RERA Act 2016 and Rules made thereunder. In case the FLAT ALLOTTEE carries out any work within the SAID FLAT after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining SAID FLAT, 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 actual charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work. Further clarified that the PROMOTER is not extending any warranty on its own behalf, for any material, fittings, machinery and/or any other items used in the construction of the SAID FLAT which are purchased from various third party manufacturers/suppliers and/or in the SAID PROJECT in general. However, wherever warranty/guarantee is made available from the concerned manufacturers/suppliers to the PROMOTER in respect of any such items, the same will be extended, wherever possible, to the FLAT ALLOTTEE as per the terms, including period of warranty/guarantee of such manufacturers/suppliers, which may be less or more than five years, as the case may be. The PROMOTER also clarifies that in such cases, it shall be the responsibility of the FLAT ALLOTTEE to redress their grievances/claims under warranty/guarantee, with such third party manufacturers/suppliers, without any liability and/or responsibility falling upon the PROMOTER.

22. The FLAT ALLOTTEE shall use the SAID FLAT or any part thereof or permit the same to be used only for purpose of residence only. The FLAT ALLOTTEE shall use the parking space only for purpose of keeping or parking his/her vehicle.

23. Until such time the SAID FLAT is completed and handed over by the PROMOTER to the FLAT ALLOTTEE under this Agreement, no other Agency/Contractor shall be permitted to carry out any work in the SAID FLAT on behalf of the FLAT ALLOTTEE. It is clarified that the FLAT ALLOTTEE cannot carry out any interior finishing works beyond the scope of work of the PROMOTER, before the SAID FLAT is completed and handed over to him under the terms hereof.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The PROMOTER hereby represents and warrants to the FLAT ALLOTTEE as follows:-

- i. The PROMOTER has clear and marketable title with respect to the PROJECT LAND 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 SAID PROJECT and shall obtain requisite approvals from time to time to complete the development of the SAID PROJECT;
- iii. There are no encumbrances upon the PROJECT LAND or the SAID 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 SAID PROJECT except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROJECT and the PROJECT LAND 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 SAID PROJECT and the PROJECT LAND 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 SAID PROJECT and the PROJECT LAND;
- 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 FLAT 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 SAID PROJECT and the SAID FLAT which will, in any manner, affect the rights of the FLAT ALLOTTEE under this Agreement;
- viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from allotting the SAID FLAT to the FLAT ALLOTTEE in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the PROJECT LAND to the society or association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the SAID PROJECT to the society or association of 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 PROJECT LAND) has been received or served upon the PROMOTER in respect of the SAID PROJECT and the PROJECT LAND except those disclosed in the title report.

25. The FLAT ALLOTTEE or himself/themselves with intention to bring all persons into whosoever hands the SAID FLAT may come, hereby covenants with the PROMOTER as follows:-

(i) To maintain the SAID FLAT at the FLAT ALLOTTEE'S own cost in good and tenantable repair and condition from the date the 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 SAID 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 heavy 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, including entrances 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 SAID FLAT in this behalf, the FLAT ALLOTTEE 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 PROMOTER to the FLAT ALLOTTEE and shall not do or suffer to be done anything in or to the building in

which the SAID FLAT is situated or 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 FLAT ALLOTTEE committing any act in contravention of the above provision, the FLAT 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 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 tenantable 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, Piers or other structural members in the SAID FLAT and/or the building in general, without the prior written permission of the PROMOTER and/or the Society.

(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 Apartment in the compound or any portion of the project land and the building in which the SAID FLAT is situated.

(vii) Pay to the PROMOTER on 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 SAID FLAT 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 SAID FLAT by the FLAT ALLOTTEE for any purposes other than for purpose for which it is sold.

(ix) The FLAT 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 SAID FLAT until all the dues payable by the FLAT ALLOTTEE to the PROMOTER under this Agreement are fully paid up.

(x) The FLAT ALLOTTEE shall observe and perform all the rules and regulations which the society 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 flats 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 FLAT ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society 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.

26. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the FLAT ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said flats or of the PROJECT LAND or any part thereof. The Allottee shall have no claim save and except in respect of the SAID FLAT along with the proportionate indivisible share of land 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.

28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter 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 FLAT ALLOTTEE who has taken or agreed to take such SAID FLAT.

29. BINDING EFFECT

Forwarding this Agreement to the FLAT ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the FLAT ALLOTTEE until, firstly, the FLAT ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in agreed schedule of payment herein within 30 (thirty) days from the date of receipt by the FLAT ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER. If the FLAT ALLOTTEE fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the FLAT 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 FLAT 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.

30. 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.

31. RIGHT TO AMEND

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

32. 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.

33. 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.

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

Wherever in this Agreement it is stipulated that the FLAT ALLOTTEE has to make any payment, in common with other FLAT ALLOTTEE 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.

35. 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 maybe 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.

36. 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 and after the Agreement is duly executed by the FLAT 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.

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

38. That all notices to be served on the FLAT ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the FLAT ALLOTTEE or the PROMOTER by hand delivery or Registered Post/Certificate of Posting and/or notified Email ID/Under Certificate of Posting at their respective addresses specified below:-

PROMOTER:

Prime Builders
2nd Floor, "Prime Corner"
Opposite Teles Medical Stores,
Vasco da Gama,
Goa 403802
Notified Email ID: primebuildersgoa@gmail.com

FLAT ALLOTTEE

Name of Allottee
(Allottee's Address)
Notified Email ID:

It shall be the duty of the FLAT ALLOTTEE and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address failing

which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the FLAT ALLOTTEE, as the case may be.

39. JOINT ALLOTTEES

That in case there are Joint Flat Allottees, all communications sent by the PROMOTER to the FLAT ALLOTTEE whose name appears first in this Agreement and at the address given by him/her, shall for all intents and purposes mean be considered as properly served on all both Flat Allottees.

40. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and for all further documentation in respect of the SAID FLAT, shall be borne by the FLAT ALLOTTEE alone.

41. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle 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.

42. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

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

SCHEDULE I

(Description of the "SAID PROJECT LAND")

All that property known as "SECACHEM - 2nd addition" admeasuring 1538 sq. mtrs. with four structures existing therein surveyed under symbols "A", "B", "C" and "D", (out of these four house structures, three house structures identified with the letters "A", "B" and "C" stand demolished) situated at Vasco da Gama, Taluka and Sub-District of Mormugao, not registered in the Land Registration Office of Salcete at Margao, but enrolled in the Taluka Revenue Office of Mormugao under "matriz" No. 184, presently surveyed under Chalta No. 37 of P. T. Sheet No. 125 of City Survey of Vasco da Gama, bounded on the East partly by Dry Nallah, on the West by public road, on the North by property of heirs of John Araujo and on the South by property of heirs of Cosme Araujo and Ralph Araujo, hereinafter referred to as the "Said Property". As per survey records, the said property is presently bounded as under:

On the East : partly by Dry Nallah and partly by Chalta No. 32 of P. T. Sheet No. 125

On the West : by public road
On the North : by property bearing Chalta No. 27 of P. T. Sheet No. 125
On the South : partly by property bearing Chalta No. 35 of P. T. Sheet No. 125 and partly
by property bearing Chalta No. 36 of P. T. Sheet No. 125

SCHEDULE II

(Description of the "SAID FLAT")

All that flat identified as Flat No. _____, on the _____ floor in the Project "Prime Retreat", to be constructed with the building specifications given in "SCHEDULE-IV" hereunder written, having a carpet area (as defined under RERA) of _____sq. mtrs.," hereunder written as per the approved floor plan annexed hereto as "ANNEXURE-A" and bounded as follows:

On the East :
On the West :
On the North :
On the South :

SCHEDULE-III

AGREED SCHEDULE OF PAYMENT

[for basic price of the Said Flat]

Stage	Particulars of Stage Payment	%	Amount (Rs)
1	Signing of this Agreement	10.00%	
2	Completion of plinth of the building	15.00%	
3	Casting of the first floor slab of the building	10.00%	
4	Casting of second floor slab of the building	10.00%	
5	Casting of third floor slab of the building	10.00%	
6	Casting of fourth floor slab of the building	10.00%	
7	Casting of roof/terrace slab of the building	7.50%	
8	Completion of external masonry of the flat	7.50%	
9	Completion of internal masonry of the flat	7.50%	
10	Completion of internal and external plaster of the flat	7.50%	
11	Completion of the flat in all respects	5.00%	
	TOTAL		
Note	All taxes, as applicable, shall be charged, at prevailing rates.		

SCHEDULE IV
ORIGINAL BUILDING SPECIFICATIONS OF THE SAID FLAT

Important Note:

The exact make, model, brand, type of the various materials and fittings, mentioned in these specifications shall be chosen and/or selected by the Builder alone. The Flat Purchaser is entitled to only make alternate choices wherever permitted by the Builder and not to dispute the choices made by the Builder.

1. STRUCTURE:

The building shall have a framed structure of columns, beams and slabs constructed in M25 Reinforced Cement Concrete (R.C.C.) as per the designs and drawings of the Structural Engineer of the Project.

2. MASONRY (Walls):

The external masonry shall be constructed in laterite stone or cement concrete blocks or clay blocks and the internal masonry shall be constructed in 10 cm thick fly ash bricks and/or cement concrete blocks.

3. PLASTER:

The columns, beams, slabs and masonry shall be provided with cement plaster. Cement plaster substitutes may be used for internal walls.

4. DOOR FRAMES, SHUTTERS AND WINDOWS:

a) DOOR FRAMES:

All door frames shall be of size 4" x 2 ½". Main door frame shall be in teakwood and internal door frames shall be in mattiwood or salwood. Door frames shall be finished in french hand polish while toilet/bath door frame and external side of door frames leading to balconies shall be painted.

b) DOOR SHUTTERS:

Main door shall be 90cm wide; 30mm thick, of teakwood. Internal doors shall be 80 cm wide; 30mm thick, good quality marine flush doors. Toilet doors shall be 70cm wide factory made fibre-glass doors. Wooden shutters shall be finished in french hand polish and fiberglass door shutters shall be painted. Necessary iron mongery shall be provided.

c) WINDOWS:

Windows shall be powder-coated aluminum frame with sliding shutters and 4 mm thick opaque glass panels with rubber beading. Ventilators in toilet/bath shall also be in similar

aluminum frame with fixed panel of opaque glass immediately above sill and aluminum movable louvers with glass panels above. MS grills shall be provided for all windows and ventilators.

5. **TILING:**

All flooring, except toilet/bath shall be carried out in plain ivory 2ft x 2ft vitrified tiles, laid joint-free, in cement mortar bedding. The flooring of toilet/bath shall be carried out in non skid ceramic tiles and wall cladding in glazed ceramic tiles. [sizes of toilet/bath floor and wall tiles shall be decided by the Builder at the appropriate time].

6. **SANITARY-WARE AND BATH FITTINGS (per toilet cum bathroom):**

One Western style WC OR Indian pan and one wash basin of size 22" x 16", in white colour only, shall be provided. Exhaust fan shall be provided in ventilator. One soap dish near wash basin and one soap dish near bath area will be provided. One geyser, of around 10 litres shall be provided. Plumbing fittings shall be pillar cock for wash basin, 2-way wall mixer for shower area and 1-way health faucet for toilet area, along with related fittings.

7. **KITCHEN PLATFORM & DADDO:**

Kitchen platform of black polished granite shall be erected on kadappa vertical supports and provided with one single bowl SS kitchen sink and sink cock. Back-splash daddo tiling upto 60 cms height shall be provided in light colour glazed ceramic tiles.

8. **ELECTRICALS: (No electricals fittings are provided)**

Electricity connection shall be provided by Electricity Department, Government of Goa (as per policy of Electricity Department). Independent 3-phase electrical meter and wiring in concealed conduits shall be provided. The list of electrical points for the flat is as follows:

a) **Living**

Light Point	-	5 nos
Fan point	-	2 nos
5-amps point	-	4 nos
Telephone point	-	1 no
TV point	-	1 no
Door bell point	-	1 no

b) **Kitchen**

Light point	-	2 nos
Fan point	-	1 no
5-amps point (for water filter)	-	1 no
5-amps point (general use)	-	2 nos
15-amps point (Fridge)	-	1 no

15-amps point	-	1 no
Exhaust fan point	-	1 no

c) Bedroom (each)

Light point	-	2 nos
Fan point	-	1 no
5-amps point	-	2 nos
AC point	-	1 no

d) Toilet (each)

Light point	-	2 nos
15-amps point (for geyser)	-	1 no
Exhaust fan point	-	1 no

e) Balcony (each)

Light point	-	1 no
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f) Passage

Light point	-	2 nos
Fan point	-	1 no
5-amps point	-	1 no

9. Invertor ready wiring (invertor not supplied)

10. PAINTING:

All external surfaces of the building shall be finished with cement based premium exterior paint, of approved brand, in colour scheme decided by the Builder. Internal walls of the flat in all rooms shall be finished with one coat of cement primer and lambi. Final painting of all wall surfaces in two coats of pastel colour acrylic distemper, of reputed brand, in colour scheme (pastel colours only) chosen by the Flat Purchaser. The ceilings of all rooms shall be finished in white colour.

11. WATER SUPPLY, PLUMBING & DRAINAGE:

Water supply shall be provided by Public Works Department, Government of Goa (as per availability and policy of the PWD), through a common meter for all flats. Sump and overhead tank of adequate size and water pump shall be provided. Distribution of water shall be only from overhead water tank through plumbing lines connected to each flat (no direct line to any flat). All plumbing water lines shall be provided in CPVC piping. Rain water and sewerage drainage shall be provided in PVC piping. Sewerage lines shall run

underground through PVC with chambers and traps, connected to P.W.D. main sewerage line.

12. ELEVATOR

The building shall be provided with common elevator/s along with diesel genset power back-up.

IN WITNESS WHEREOF the parties hereto have herewith set and subscribed their respective hands on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the within-named **PROMOTER,**)
PRIME BUILDERS, through its Sole)
Proprietor, **MR ANTHONY CEDRIC DIAS**)_____

SIGNED SEALED AND DELIVERED)
by the within-named **FLAT ALLOTTEE**)
MR./MRS. _____)_____

IN THE PRESENCE OF WITNESSES :

1) SIGNATURE : _____

NAME : _____

2) SIGNATURE : _____

NAME : _____