

AGREEMENT FOR SALE OF A FLAT

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

BETWEEN

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

AND

_____, [PAN CARD NO. _____], Indian National, Aadhar Card No. _____, aged ____ years, son of _____, married, service, residing at _____, hereinafter referred to as the "**FLAT PURCHASER**" (which expression shall, unless repugnant to the context or meaning thereof, include his successors-in-title, legal heirs, representatives and assigns) of the **SECOND PART**.

AND

MRS. SUVIDHA DIAS [PAN NO. _____], wife of Mr. Anthony Cedric Dias, Indian National, Aadhar Card No. _____ aged ____ years, married, businesswoman, residing at _____, hereinafter referred to as the "**CONFIRMING PARTY**" (which expression shall unless repugnant to include her heirs, successors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS, there exists an amalgamated parcel of land admeasuring 1645 sq. mtrs. at Vasco da Gama, comprising of two properties, namely, (1) property bearing Chalta No. 38 of P. T. Sheet No. 89 of the City Survey of Vasco da Gama with an area of 1495 sq. mtrs., and (2) property bearing Chalta Nos. 23 and 20(part) of P. T. Sheet No. 89 of the City Survey of Vasco da Gama, admeasuring 150 sq. mtrs., the said amalgamated parcel of land admeasuring 1645 sq. mtrs., more particularly described in **SCHEDULE-I** hereunder written and hereinafter called the "**SAID PROPERTY**"

AND WHEREAS:

A. **Property (1)** mentioned above (being one part of the SAID PROPERTY), presently bearing Chalta No. 38 of P. T. Sheet No. 89 of City Survey of Vasco da Gama with an area of 1495

sq. mtrs., was originally part of a bigger property admeasuring 1820 sq. mtrs. and surveyed under Chalta Nos. 37, 38, & 39 of P. T. Sheet No. 89 of the City Survey of Vasco da Gama. This bigger property was originally identified as Lote (plot) No. 3, which in turn was part of a bigger property known as "PIXANCHI TONGUI" or "PICHAN TOGUI" described in the Land Registration Office of Salcete at Margao under No. 22819 of Book B-58 New Series and described under Nos. 2918, 2919 & 2920 (Old Series Book B-13) and enrolled in the Taluka Revenue Office of Mormugao under Matriz Nos. 19, 20, 36, 37, 42 & 46. This Lote (plot) No. 3 represented 1805/6026 (as per Inventory Proceedings) of the said bigger property.

B. The said bigger property "PIXANCHI TONGUI" or "PICHAN TOGUI" originally belonged to Xamba Crisna Sinai Kuvelkar and his wife Parvotibai Sinai Kuvelkar. The said couple left behind the following children as their universal heirs :

- a) Siuram Sinai Kuvelkar married twice, i.e., in the first nuptial to Laxmibai Kuvelkar and on her death in the second nuptial to Paschibai Kuvelkar.
- b) Dattaram Sinai Kuvelkar married to Xantabai Kuvelkar
- c) Anand Sinai Kuvelkar married to Premabai Kuvelkar
- d) Chanda Sinai Kuvelkar married to Cussumbai Kuvelkar
- e) Crisna Sinai Kuvelkar married to Sumanbai Kuvelkar

C. Upon the death of Siuram Sinai Kuvelkar, Inventory Proceedings were initiated being Inventory Proceedings No. 79/1960 before the Court of the Civil Judge, Sr. Division, Margao, by his surviving spouse Paschibai Kuvelkar. In the said Inventory Proceedings, the said Paschibai Kuvelkar was appointed as Head of the Family. Based on her statement in the said Inventory Proceedings, the Civil Judge, Sr. Division, Margao, conducted the Inventory Proceedings enlisting all the properties left behind by the said original owners, namely, Xamba Crisna Sinai Kuvelkar and his wife Parvotibai Sinai Kuvelkar. The Hon'ble Court then prepared the List of Assets left behind by the said couple. According to the said Inventory Proceedings, the property i.e., Lote (plot) No. 3 was listed under Item No. 68.

D. By Order dated 1.11.1965, the Hon'ble Civil Judge, Sr. Division, Margao, partitioned the assets left behind by the said couple, namely, Xamba Crisna Sinai Kuvelkar and his wife Parvotibai Sinai Kuvelkar and as per the said partition, the property described under Item No. 68 was allotted to the following persons, in proportions, as mentioned below:

- 1) To Anand Sinai Kuvelkar married to Premabai Kuvelkar - 86/150 parts
- 2) To Dattaram Sinai Kuvelkar married to Shantabai Kuvelkar - 21/150 parts
- 3) To Crisna Sinai Kuvelkar married to Sumanbai Kuvelkar - 6/150 parts
- 4) To Chanda Sinai Kuvelkar married to Cussumabai Kuvelkar - 37/150 parts

E. The said Anand Sinai Kuvelkar and his wife Premabai Kuvelkar expired and were survived by three children, namely, Satish Sinai Kuvelkar, Subhash Sinai Kuvelkar and Usha Sinai Kuvelkar, all three of whom were married and were fully qualified as successors of said

Anand Sinai Kuvelkar and Premabai Kuvelkar by a Deed of Succession dated 16.5.2006 drawn before the ex-Officio Notary of Mormugao at Vasco da Gama on his Book of Deeds No. 171 at pages 110 to 113.

F. The said Dattaram Sinai Kuvelkar and his wife Shantabai Kuvelkar also expired leaving behind seven children as their successors, namely, Umesh Sinai Kuvelkar, Pushpa Sinai Kuvelkar, Mahesh Sinai Kuvelkar, Santosh Sinai Kuvelkar, Milan Sinai Kuvelkar, Vimal Sinai Kuvelkar and Kishori Sinai Kuvelkar. They were qualified as successors of Dattaram Sinai Kuvelkar by Deed of Succession dated 12.11.1986 drawn before the Ex-Officio Notary of Salcete at Margao at Folio 25 onwards of Book of Deeds No. 1308.

G. The said Milan Sinai Kuvelkar with her spouse Jairam Sadassiva Naique Counto, by a Deed of Relinquishment dated 8.10.1998 drawn before the Ex-Officio Notary of Ilhas at Panjim on his Notary Book No. 664 at page 24 onwards relinquished their rights in the said property acquired from her father in favour of other co-heirs.

H. Likewise, the said Vimal Sinai Kuvelkar with her spouse Premanand Vishnu Borkar, by a Deed of Relinquishment dated 8.10.1998 drawn before the Ex-Officio Notary of Ilhas at Panjim on Notary Book No. 664 on page 23 onwards relinquished their rights in the said property acquired through her father in favour of other co-heirs.

I. On the demise of her mother Shantabai, the said Milan Sinai Kuvelkar with her husband Jairam Sadassiva Naique Counto and the said Vimal Sinai Kuvelkar with her husband Premanand Vishnu Borkar, by another Deed of Relinquishment dated 24.4.2002 drawn before the Ex-Officio Notary of Ilhas at Panjim, at page No. 30 onwards on Notary Book No. 676 relinquished their illiquid rights in the said property acquired through their mother, the said Shantabai, in favour of other co-heirs.

J. The said Kishori Sinai Kuvelkar with her spouse Vithal Kamat Mamai, by a Deed of Relinquishment dated 4.8.1998 drawn before the Ex-Officio Notary of Ilhas at Panjim on his Notary Book No. 663 at page 44 onwards and another Deed of Relinquishment dated 15.3.2002 drawn before the Ex-Officio Notary of Ilhas at Panjim on his Notary Book No. 676 at page 10 onwards, also relinquished their rights in the said property acquired through her father and mother respectively, in favour of other co-heirs.

K. Thus the undivided share of 21/150 of Dattaram Sinai Kuvelkar came to vest in Umesh Sinai Kuvelkar, Pushpa Sinai Kuvelkar, Mahesh Sinai Kuvelkar and Santosh Sinai Kuvelkar with their respective spouses.

L. The said Crisna Sinai Kuvelkar expired on 27.5.1994 and his wife Sumanbai Kuvelkar expired 28.08.2008 without having any children. The 3/150 share of Crisna Sinai Kuvelkar devolved upon the children of his four brothers all of whom expired before him, namely, (1) Siuram Sinai Kuvelkar who expired leaving behind him from his first marriage, his daughter

Durga Shivram Kuvelkar, widow of late Dattaram Gajanan Keny Robolo and her children, namely, (i) Mr. Gajanana Dattaram Keny Robolo, bachelor, (ii) Mr. Rupesh Dattaram Keny Robolo, bachelor, and (iii) Mrs. Roshan Rajan Pai married to Mr. Rajan Raghuvir Pai and from his second marriage, his wife, Paschibai Shivram Sinai Kuvelkar as his moiety holder, and their children (a) Audu Shivram Kuvelkar married to Mr. Trivikram Vishnu Naik (b) Arun Shivram Sinai Kuvelkar married to Meera Arun Sinai Kuvelkar (c) Anil Shivram Sinai Kuvelkar married to Sarita Anil Sinai Kuvelkar and (d) Ajit Shivram Sinai Kuvelkar married to Amita Ajit Sinai Kuvelkar and (2) Anand Sinai Kuvelkar, (3) Dattaram Sinai Kuvelkar and (4) Chanda Sinai Kuvelkar whose successors have been mentioned separately herein.

M. The 3/150 share of Sumanbai Kuvelkar, daughter of late Kalyan Govind Sinai Salelkar, has devolved upon her successors, namely, (1) the children, along with their respective spouses, of late Mrs. Sushila Shankar Sardesai, daughter of late Kalyan Govind Sinai Salelkar and her husband, late Mr. Shankar Pandurang Sardesai, namely, (a) Mrs. Prabhat Karapurkar married to Mr. Kisan Y. Karapurkar, (b) Mrs. Aruna Agni married to Mr. Shriram Agni, (c) Mr. Raghunath Rajaram Prabhu Desai married to Mrs. Anjali R. Prabhu Desai (d) Mrs. Sheela Shashir Naik married to Mr. Shashir R. Naik and (e) Sanjiv Shankar Sardesai married to Mrs. Maya Sanjiv Sardesai (2) Mrs. Hirabai U. Khandeparkar, daughter of late Kalyan Govind Sinai Salelkar and her husband Mr. Uttam S. Khandeparkar, (3) Mrs. Sharad Bhanudas Karmali, daughter of late Kalyan Govind Sinai Salelkar and wife of late Bhanudas Gopinath Karmali and her son Mr. Ashish Bhanudas Karmali married to Mrs. Resha Ashish Karmali, (4) Dr. Mrs. Usha G. Salelkar, wife of late Gopalkrishna Salelkar (son of late Kalyan Govind Sinai Salelkar) and her two children, namely, Mr. Shiraj Salelkar married to Mukta Salelkar and Mrs. Sonya Sharma married to Mr. Harish Sharma and (5) Mrs. Suhasini Salelkar, wife of late Avdhut Kalyan Salelkar (son of late Kalyan Govind Sinai Salelkar) along with her two children, namely, Mrs. Supria A. Kambli married to Mr. Ashish G. Kambli, and Mr. Ameya A. Salelkar married to Mrs. Samina A. Salelkar.

N. Chanda Sinai Kuvelkar expired on 13.5.1963 and his wife Cussumabai Kuvelkar expired on 24.2.1997 leaving behind eight children namely, Shailendra Sinai Kuvelkar, Sarita Sinai Kuvelkar, Surekha Sinai Kuvelkar, Rajendra Sinai Kuvelkar, Smita Sinai Kuvelkar, Suchita Sinai Kuvelkar, Satendra Sinai Kuvelkar and Shailaja Sinai Kuvelkar as their successors. One of the sons of Chanda Sinai Kuvelkar, namely Satendra Sinai Kuvelkar, expired on 3.1.1986 as a bachelor without executing any will or gift or any other disposition of his last wish, leaving behind his mother Cussumabai Kuvelkar who was then living as his universal heiress. The said Cussumabai Kuvelkar thereafter expired on 24.2.1987 and her share in the moiety of her husband and that which she acquired through her deceased son Satyendra Sinai Kuvelkar devolved upon the remaining seven children, namely, Shailendra Sinai Kuvelkar, Sarita Sinai Kuvelkar, Surekha Sinai Kuvelkar, Rajendra Sinai Kuvelkar, Smita Sinai Kuvelkar, Suchita Sinai Kuvelkar and Shailaja Sinai Kuvelkar who have been qualified as the successors of the said Chanda Sinai Kuvelkar and Cussumabai Kuvelkar by Deed of Succession dated 28.10.2003 drawn before the Ex-Officio Notary of Salcete at Margao on his Book of Deeds No. 1454 at page No. 95 onwards. By the same Deed, Shailaja has also been qualified as the sole successor of her

deceased husband as they did not leave any issues to succeed them and there are no other successors. In the said Deed of Succession dated 28.10.2003 however, the name of the deceased Satyendra Sinai Kuvelkar was omitted and this anomaly was subsequently corrected by a Deed of Addendum dated 27.3.2006 drawn before the Ex-Officio Notary of Salcete at Margao.

O. From the above, it can be seen that the said property described under Item No. 68, then surveyed under Chalta Nos. 37, 38 & 39 of P. T. Sheet No. 89 came to be jointly owned by the following persons:

(1) Satish Sinai Kuvelkar and his wife Shailaja Kuvelkar, (2) Usha Sinai Kuvelkar and her husband Laxmikant Damodar Naik Karmali (3) Subhash Sinai Kuvelkar and his wife Uma Subhash Kuvelkar, (4) Umesh Sinai Kuvelkar and his wife Sindhu Umesh Sinai Kuvelkar, (5) Pushpa Sinai Kuvelkar, (6) Mahesh Sinai Kuvelkar and his wife Madhavi Mahesh Sinai Kuvelkar, (7) Santosh Sinai Kuvelkar and his wife Meena Santosh Sinai Kuvelkar, (8) Shailaja Sinai Kuvelkar (9) Sarita Sinai Kuvelkar and her husband Pandurang Gangadhar Shirvoicar (10), Surekha Sinai Kuvelkar and her husband Jayant Vasudev Nadkarni, (11) Smita Sinai Kuvelkar and her husband Avinash B. Usgaonkar, (12) Sucheta Sinai Kuvelkar and her husband Vinaykumar Yeshwant Sadekar (13) Shailendra Sinai Kuvelkar and his wife Meena Shailendra Kuvelkar, (14) Rajendra Sinai Kuvelkar and his wife Anita Rajendra Kuvelkar (15) Durga Shivram Kuvelkar (16) Gajanan Dattaram Keny Robolo, (17) Rupesh Dattaram Keny Robolo (18) Roshan Rajan Pai and her husband Rajan Raghuvir Pai (19) Paschibai Shivram Sinai Kuvelkar (20) Audu Shivram Kuvelkar and her husband Trivikram Vishnu Naik (21) Arun Shivram Sinai Kuvelkar and his wife Meera Arun Sinai Kuvelkar (22) Anil Shivram Sinai Kuvelkar and his wife Sarita Anil Sinai Kuvelkar (23) Ajit Shivram Sinai Kuvelkar and his wife Amita Ajit Sinai Kuvelkar (24) Mrs. Prabhat K. Karapurkar and her husband Mr. Kisan Y. Karapurkar (25) Mrs. Aruna Agni and her husband Mr. Shriram Agni (26) Mr. Raghunath Rajaram Prabhu Desai and his wife Mrs. Anjali R. Prabhu Desai (27) Mrs. Sheela Shashir Naik and her husband Mr. Shashir R. Naik (28) Mr. Sanjiv Shankar Sardesai and his wife Mrs. Maya S. Sardesai (29) Mrs. Hirabai U. Khandeparkar and her husband Mr. Uttam S. Khandeparkar (30) Mrs. Sharad Bhanudas Karmali (31) Mr. Ashish Bhanudas Karmali and his wife Mrs. Resha Ashish Karmali (32) Dr. Mrs. Usha G. Salelkar (33) Mr. Shiraj Salelkar and his wife Mrs. Mukta Salelkar (34) Mrs. Sonya Sharma and her husband Mr. Harish Sharma (35) Mrs. Suhasini Salelkar (36) Mrs. Supria A. Kambli and her husband Mr. Ashish G. Kambli (37) Mr. Ameya A. Salelkar and his wife Mrs. Samina A. Salelkar

P. The said Lote (plot) No. 3, with an area of 1820 sq. mtrs., was sub-divided by the above mentioned owners into five smaller plots serially numbered from 1 to 5 after obtaining approval from the Town and Country Planning Department, Panjim, vide letter No. DH/651/2129/71/72 dated 24.9.1971.

Q. Out of the five plots of the above sub-division, Plot No. 1 admeasuring 325 sq. mtrs., was sold to one Felix Antonio Herculano Fernandes, Ranganath Laxman Gadekar and Vishnum

Ramchandra Naik by a Deed of Sale dated 22.5.1976, registered with the Sub-Registrar of Mormugao at Vasco da Gama under No. 58 of Book I, Vol. 35.

R. The remaining four plots, namely Plot Nos. 2 to 5, along with the road accessing these plots were subsequently amalgamated vide Order No. MPDA/1-K-5/06-07/538 dated 20.06.2006 of Mormugao Planning & Development Authority, to form a single plot identified as Plot No. 2, with an area of 1495 sq.mtrs., in the said amalgamation plan, surveyed under Chalta Nos. 37(part), 38 & 39(part) of P. T. Sheet No. 89 of Vasco da Gama.

S. Vide nine separate Deeds of Sale, i.e. (1) Deed of Sale dated 28.04.10, registered with the Sub-Registrar of Mormugao under Sr. No. 780 at pages 52 to 106 of Book I Vol. 1094; (2) Deed of Sale dated 06.05.10, registered with the Sub-Registrar of Mormugao under Sr. No. 835 at pages 65 to 92 of Book I Vol. 1098; (3) Deed of Sale dated 06.05.10, registered with the Sub-Registrar of Mormugao under Sr. No. 844 at pages 55 to 106 of Book I Vol. 1099; (4) Deed of Sale dated 20.05.10, registered with the Sub-Registrar of Mormugao under Sr. No. 956 at pages 243 to 270 of Book I Vol. 1108; (5) Deed of Sale dated 31.05.10, registered with the Sub-Registrar of Mormugao under Sr. No. 1023 at pages 78 to 106 of Book I Vol. 1113; (6) Deed of Sale dated 01.06.10, registered with the Sub-Registrar of Mormugao under Sr. No. 1032 at pages 277 to 299 of Book I Vol. 1113; (7) Deed of Sale dated 02.06.10, registered with the Sub-Registrar of Mormugao under Sr. No. 1040 at pages 152 to 178 of Book I Vol. 1114; (8) Deed of Sale dated 02.06.10, registered with the Sub-Registrar of Mormugao under Sr. No. 1041 at pages 179 to 205 of Book I Vol. 1114 and (9) Deed of Sale dated 29.06.10, registered with the Sub-Registrar of Mormugao under Sr. No. 1216 at pages 1 to 27 of Book I Vol. 1128, the above mentioned owners sold their respective undivided shares in the Said Plot No. 2, surveyed under Chalta Nos. 37(part), 38 & 39 of P. T. Sheet No. 89, with an area of 1495 sq. mtrs. to Prime Builders. Thus with effect from 29.06.2010 the title in the Said Plot No. 2 with an area of 1495 sq. mtrs., came to vest exclusively in Prime Builders, the BUILDER herein.

T. Vide Order dated 8.2.2013 passed by the Dy. Collector/SDO, Mormugao Taluka, Vasco da Gama in Case No. LRC/PART/63/2012/356, the said Plot No. 2 was partitioned from the rest of the said property and allotted a new Chalta number, namely, Chalta No. 38 of P. T. Sheet No. 89 with an area of 1495 sq. mtrs. of City Survey of Vasco da Gama.

U. **Property (2)** mentioned above (being the other part of the SAID PROPERTY), surveyed under Chalta No. 23 and Chalta No. 20(part) of P. T. Sheet No. 89, admeasuring 150 sq. mtrs., was originally part of a bigger property known as "PIXAN TONQUI SECOND ADDITION", situated at Vasco da Gama, Mormugao Taluka, not registered in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz No. 39 and surveyed under Chalta No. 20 & 23 of P.T. Sheet No. 89 with an area of 1183 sq. mtrs.

V. The said property "PIXAN TONQUI SECOND ADDITION" originally belonged to Cofre Da Confraria De Santissimo Sacramento e Da Nossa Senhora de Guia, who sold a portion of the

same surveyed under Chalta Nos. 23 and 20 (part) of P. T. Sheet No. 89 with an area of 135 sq. mtrs. and 15 sq. mtrs. respectively, forming one single parcel of land totally admeasuring 150 sq. mtrs. to one Julio Felix Santana Cunha alias Julio D'Cunha vide a Deed of Sale dated 24.11.2010, registered with the Sub-Registrar of Mormugao under No. 2192 at pages 181 to 197 of Book I, Vol. 1202.

W. Vide a Deed of Exchange dated 28.12.2012, registered with the Sub-Registrar of Mormugao under No. 1177 at pages 281 to 296 of Book I, Vol. 1438, the said Julio Felix Santana Cunha, along with his wife, Mrs. Rita Colaco e D'Cunha, conveyed to Prime Builders by way of exchange, the said parcel of land admeasuring 150 sq. mtrs., in exchange for a flat belonging to Prime Builders, identified as Flat No. 302 located on the third floor in the building known as Confraria Enclave at Vaddem, Vasco da Gama. Thus, with the execution of the said Deed of Exchange dated 28.12.2012, Prime Builders became the owners and took the possession of the said parcel of land (Property 2) admeasuring 150 sq. mtrs. surveyed under Chalta Nos. 23 and 20(part) of P. T. Sheet No. 89.

X. Prime Builders then got the said two properties, namely, (1) the property surveyed under Chalta No. 38 of P. T. Sheet No. 89 with an area of 1495 sq. mtrs. and (2) the property surveyed under Chalta Nos. 23 & 20(part) of P. T. Sheet No. 89 with an area of 150 sq. mtrs., amalgamated into one single property of 1645 sq. mtrs., i.e the SAID PROPERTY herein, and prepared a development scheme in the form of a multi-storeyed building complex, consisting of commercial and residential premises, named "**PRIME CITIPLEX**" to be executed on the SAID PROPERTY, [hereinafter referred to as the "**SAID PROJECT**"] and the BUILDER has received the necessary statutory approvals for the amalgamation of properties and the development scheme thereon, from Mormugao Planning & Development Authority vide its Order No. MPDA/1-B-193/2013-14/2194 dated 28.03.2014 and Construction Licence No. 02/2014 dated 20.05.2014 from Mormugao Municipal Council.

(Y) The FLAT PURCHASER has agreed to purchase from the BUILDER one of the double bedroom flats of the SAID PROJECT, identified as Flat No. _____, on the _____ floor, as per the floor plan of the flat annexed hereto as "**ANNEXURE-A**", to be constructed with the building specifications given in "**SCHEDULE-IV**" hereunder written, having a carpet area (as defined under RERA) of _____sq. mtrs., the flat more particularly described in "**SCHEDULE-III**" 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. _____, 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 BUILDER up to the date of handing over the possession of the SAID FLAT to the FLAT PURCHASER under the terms hereof)

M: The BUILDER has given inspection to the FLAT PURCHASER, of all documents of title relating to the SAID PROPERTY and the approvals, clearances, licences, plans, designs and building specifications, the registration certificate under Goa-RERA and of any other related documents and the FLAT PURCHASER acknowledges the same. Along with this Agreement, the BUILDER shall hand over copies of all above documents to the FLAT PURCHASER.

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 Section 13 of RERA 2016, have now decided to enter into, execute and register this Agreement on the terms and conditions appearing hereinafter.

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

1. The BUILDER has designed a residential cum commercial development scheme in the form of a multi-storeyed building, consisting of two blocks, i.e. a residential block and a commercial block, named "PRIME CITIPLEX", to be constructed on the SAID PROPERTY, i.e the SAID PROJECT, and the BUILDER has received the necessary statutory approvals for the SAID PROJECT from Mormugao Planning & Development Authority vide its Order No. MPDA/1-B-193/2013-14/2194 dated 28.03.2014 and Construction Licence No. 02/2014 dated 20.05.2014 from Mormugao Municipal Council. The BUILDER shall, under normal conditions and circumstances, complete the construction of the SAID PROJECT in all respects in accordance with the approvals granted by the aforesaid statutory authorities or any subsequent alterations/revisions that may be permitted by the concerned statutory authorities, thereto.
2. 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, as per the floor plan of the flat annexed hereto as "ANNEXURE-A", to be constructed with the building specifications given in "SCHEDULE-IV" hereunder written, having a carpet area (as defined under RERA) of _____ sq. mtrs., the flat more particularly described in "SCHEDULE-III" hereunder written. The SAID FLAT shall also have an exclusive carpet area of _____ nos. balconies of _____ sq.mtrs. ,as shown in Annexure-A hereto annexed 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.
3. The FLAT PURCHASER shall pay the above mentioned Basic Price of the SAID FLAT to the BUILDER, in the manner set out in "SCHEDULE-V" hereunder written, hereinafter called the "AGREED SCHEDULE OF PAYMENT", along with all necessary Govt. taxes, charges, fees, deposits, levies and any other amounts, as may be applicable, at

prevailing rates. As on the date hereof, the FLAT PURCHASER has paid to the BUILDER, an amount of Rs _____ towards the basic price of the SAID FLAT, which the BUILDER hereby acknowledges and admits having received, leaving an amount of Rs _____ to be paid to the BUILDER towards the basic price of the SAID FLAT. Upon completion of every stage of work or instalment, falling due, as described in the Agreed Schedule of Payment and/or upon any other amount under this Agreement falling due from the FLAT PURCHASER as stated in Clause (3) above, the BUILDER shall issue a "Demand Notice for Payment" in writing to the FLAT PURCHASER 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. Any amounts due to the BUILDER and remaining unpaid after the due date shall automatically attract interest as provided under RERA

4. The basic price of the SAID FLAT as stated in Clause (2) above EXCLUDES all applicable Govt. taxes, charges, fees, deposits, levies and any other amounts, which shall be payable by the FLAT PURCHASER at prevailing rates, such as, but not limited to, (a) GST (b) infra-structure tax, municipal taxes/charges, and/or any other such tax (c) proportionate share of deposits & charges for obtaining water & electricity connections from concerned Govt. Authorities, (d) proportionate cost towards transformer centre, electricity meter and diesel generator for power back up of elevator and staircase, (e) stamp duty, registration fee, along with incidental expenses thereto, (f) interest on delayed payment, (g) proportionate contribution for meeting common expenses, etc. and/or any other Govt. taxes, charges, levies that may be introduced hereafter. All these additional payments, over and above the basic price of the SAID FLAT, shall be paid by the FLAT PURCHASER to the BUILDER, as and when so demanded by the BUILDER in writing. None of the payments made under this clause shall be subsequently refundable to the FLAT PURCHASER in the event of cancellation of this Agreement, for reasons attributable to the FLAT PURCHASER.
5. At the time of entering into this Agreement, the BUILDER has disclosed to the FLAT PURCHASER that the commercial block, shall be used for any commercial activity, including restaurants, hotel etc. and the FLAT PURCHASER shall not, either individually or collectively with other purchasers and/or through the proposed owners association, object to such commercial activity.
6. The BUILDER hereby makes it clear to the FLAT PURCHASER that all unused floor area (FAR) of the SAID PROJECT and/or the SAID PROPERTY, if any, belongs exclusively to the BUILDER in perpetuity, until the same is used by the BUILDER as per his own discretion and disposed by him subsequently.
7. The BUILDER shall be entitled to amalgamate the SAID PROPERTY with any other property and extend/revise the presently approved development scheme as deemed fit

in the opinion of the BUILDER and the FLAT PURCHASER consents to the same provided that there are no changes in the location and area of the SAID FLAT.

8. The BUILDER shall construct the SAID PROJECT as per the plans drawn up by him, including the external elevation of the building/s. No changes shall be allowed, at the request of the FLAT PURCHASER which, in the opinion of the BUILDER, affect and/or alter the external elevation of the building/s. Further no changes, at the request of the FLAT PURCHASER, shall be allowed in the locations of kitchen and toilets in the SAID FLAT. However the BUILDER shall allow the FLAT PURCHASER to make certain changes to the internal specifications of the SAID FLAT, such as tiles, sanitary-ware, paint, but these changes shall be allowed, on conditions imposed by the BUILDER as it deems fit and proper. Adjustment of rebate, if any, due to the FLAT PURCHASER, shall be done at the time of settling final dues after completion of the SAID FLAT.
9. The BUILDER is not extending any warranty, on its own behalf, for any material, fittings, machinery and/or any other items to be purchased from various manufacturers/suppliers for use in the construction of the SAID FLAT and/or in the SAID PROJECT in general. However, wherever such warranty/guarantee is made available from the concerned manufacturers/suppliers to the BUILDER in respect of specific items, the same will be extended to the FLAT PURCHASER as per the terms of warranty of such manufacturers/suppliers. However, any workmanship defects on the part of the BUILDER and/or its contractors shall be attended to by the BUILDER at its own cost, for a period of one year from the date the possession of the SAID FLAT is offered to the FLAT PURCHASER, after its completion. It is specifically clarified to the FLAT PURCHASER that hairline plaster cracks may appear in newly completed multi-storeyed building constructions and the FLAT PURCHASER shall not consider the same as defective work. The same shall be repaired at cost to be borne by the FLAT PURCHASER.
10. Until such time the SAID FLAT is completed and handed over by the BUILDER to the FLAT PURCHASER under the terms hereof, no other Agency/Contractor shall be permitted to carry out any work in the SAID FLAT on behalf of the FLAT PURCHASER, without the written consent of the BUILDER. The FLAT PURCHASER cannot carry out interior finishing works such as carpentry, etc. before the SAID FLAT is completed and handed over to him under the terms hereof.
11. Timely payment by the FLAT PURCHASER to the BUILDER is the essence of this Agreement. The FLAT PURCHASER shall be deemed to have committed a default when outstanding payment is not made to the BUILDER by the due date. Consequently, the BUILDER, at his discretion, shall be entitled to serve a termination notice on the FLAT PURCHASER, giving the FLAT PURCHASER a period of 15 days to make the outstanding payment, along with interest accrued thereon, to the BUILDER, failing which the BUILDER shall have the right to terminate this Agreement. In such event, the BUILDER

shall, within a period of 60 days thereafter, call upon the FLAT PURCHASER to execute a "Deed of Cancellation of Agreement" and make a refund of the amount till then paid by the FLAT PURCHASER to the BUILDER towards the basic price of the SAID FLAT only, without any interest, (forfeiting all other amounts paid under Clause [4] above) after deducting there-from an amount of Rs. 1,00,000/- (Rupees One Lakh only) towards damages. PROVIDED HOWEVER THAT, in case the FLAT PURCHASER has taken a loan to finance the purchase of the SAID FLAT from any Bank/Financial Institution having mortgage over the SAID FLAT, then the refund shall necessarily be made in favour of the said Bank/Financial Institution, on the account of the FLAT PURCHASER, 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 BUILDER from any obligation towards the FLAT PURCHASER in respect of refund due to him upon termination of this Agreement under these provisions and it shall be the responsibility of the FLAT PURCHASER to settle his own accounts with such Bank/Financial Institution. Upon the BUILDER serving notice to the FLAT PURCHASER to execute the said "Deed of Cancellation of Agreement", the BUILDER shall be fully entitled to allot the SAID FLAT to any other purchaser of the same at any price and on any terms and conditions deemed fit and proper by the BUILDER even though the FLAT PURCHASER may have not collected his refund but the BUILDER shall remain liable towards the FLAT PURCHASER in respect of the said refund, only.

12. The BUILDER shall, under normal conditions and circumstances, complete the construction of the SAID FLAT within a period of 12 months from the date hereof, provided the FLAT PURCHASER makes the payment of the various amounts falling due to the BUILDER, regularly and by the due date of such payments and observes all other terms and conditions as stated herein. The above mentioned completion schedule is subject to reasonable extension of time, without any penalty, due to, (a) force majeure conditions, i.e Acts of God or Acts of War and such other analogous acts that are beyond the control of the BUILDER, (b) Acts of State, i.e rule, notification, circular, law, order, court order etc. which disrupt the normal activity of the BUILDER, (c) extra-ordinary shortage of raw material and labour. Provided however that the BUILDER shall notify the FLAT PURCHASER about occurrence of such events and intimate the extension of time required by the BUILDER beyond the agreed completion schedule for completing the SAID FLAT. The completion schedule of 12 months from the date hereof means and relates to the completion of work by the BUILDER without obtaining the post-construction clearances of the statutory authorities since the process of obtaining such clearances within a given time frame is not within the ordinary control of the BUILDER. In any event however, the BUILDER shall make all efforts to obtain such clearances from the statutory authorities expeditiously.
13. The BUILDER has planned to provide the SAID FLAT with electrical supply through an independent electrical connection and water supply through a common water connection, as per the present policies of the Electricity Department and the Public

Works Department of the Government of Goa, which are always subject to changes by the Government. The availability of power and water is also regulated by the policies of the respective Government departments and the BUILDER is not responsible for any inability, deficiency and/or variations in such policies and/or supplies.

14. If for any reasons other than those covered by the provisions of Clause (13) above, the BUILDER fails or is unable to complete and give possession of the SAID FLAT to the FLAT PURCHASER by the agreed completion schedule or such extended period as may have intimated by the BUILDER, then the FLAT PURCHASER can opt to terminate this Agreement due to the delay in completion of the SAID FLAT, by serving a notice of termination in writing upon the BUILDER and giving the BUILDER a period of 45 days to complete the SAID FLAT and hand over the same to the satisfaction of the FLAT PURCHASER, failing which this Agreement would stand terminated by the FLAT PURCHASER by such notice. Upon this Agreement being so terminated by the FLAT PURCHASER, the BUILDER shall, with the execution of a "Deed of Cancellation of Agreement" and within a period of 60 days from such termination, refund to the FLAT PURCHASER, the total amount till then received from the FLAT PURCHASER, along with interest as provided under RERA, after which the BUILDER 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 BUILDER.
15. The BUILDER shall have the first lien and charge on the right, title and interest of the FLAT PURCHASER in the SAID FLAT hereby agreed to be purchased by the FLAT PURCHASER for all the monies that the FLAT PURCHASER is liable to pay to the BUILDER under these presents. The FLAT PURCHASER 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 PURCHASER desires to surrender his rights under this Agreement and assign the same to another purchaser acceptable to the BUILDER during the currency of this Agreement, then the FLAT PURCHASER shall pay the BUILDER a flat transfer fee of Rs 2,00,000/- (Rupees Two Lacs Only), which the FLAT PURCHASER hereby agrees to.
16. Upon completion of the SAID FLAT by the BUILDER in accordance with the terms of this Agreement, the BUILDER shall intimate the FLAT PURCHASER about the completion of the SAID FLAT and advise the FLAT PURCHASER about the final dues to be paid by him to take possession of the SAID FLAT. The BUILDER shall also separately advise the FLAT PURCHASER about the common expenses amount as explained in Clause (19) below and upon receipt of all amounts, the BUILDER shall hand over the possession of the SAID FLAT to the FLAT PURCHASER by executing a "Deed of Handing Over Possession of a Flat" with the FLAT PURCHASER. It is hereby clarified that at the time of handing over the SAID FLAT to the FLAT PURCHASER, the BUILDER may collect, along with any other amounts due, 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, as explained in Clause (19) below. After handing over of the SAID FLAT to the FLAT PURCHASER, the BUILDER shall execute a Deed of Sale in respect of the SAID FLAT, along with the proportionate undivided share of land in the SAID PROPERTY corresponding to the floor area of the SAID FLAT, specifically, X/1645 sq. mtrs., as per the draft of the BUILDER, at the cost and expense of the FLAT PURCHASER.

17. The FLAT PURCHASER shall take the possession of the SAID FLAT after due inspection of the same. Upon the FLAT PURCHASER taking possession of the SAID FLAT as set out in Clause (17) above, the FLAT PURCHASER shall have no claim against the BUILDER in respect of any item of work in the SAID FLAT which may be alleged not to have been carried out or completed satisfactorily, prior to handing over the SAID FLAT to the FLAT PURCHASER.
18. The SAID PROJECT consists of residential and commercial premises in two separate blocks, meaning, each block shall have its own separate entrances. The SAID PROJECT will not have a co-operative housing or maintenance society model for the whole SAID PROJECT, under the provisions of The Goa Co-operative Societies Act 2001 and Rules 2003, and the conveyance of the various premises in the SAID PROJECT (including the SAID FLAT) and proportionate share of land thereto, will be made in favour of the various individual buyers of the said various premises (both residential and commercial), including the FLAT PURCHASER herein. The BUILDER therefore has explained to the FLAT PURCHASERS that the purchasers of flats in the residential block (including the FLAT PURCHASER herein) are expected to form their own owners association to look after their affairs concerning their common interest on maintenance and such other matters, pertaining to the residential block only and similarly, the purchasers of commercial premises in the commercial block are expected to form their own and separate owners association to look after their affairs concerning their common interest on maintenance and such other matters, pertaining to the commercial block only. The FLAT PURCHASER has understood this arrangement properly and hereby irrevocably accepts and consents to the same.
19. The FLAT PURCHASER shall observe and perform all the rules and regulations which the proposed owners association mentioned in Clause (19) above may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for management and maintenance of the residential block of the SAID PROJECT including the SAID FLAT therein and for the observance and the 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 and also pay and contribute regularly and punctually towards the expenses or other outgoings, as may be determined by the said owners association.

20. The deed of sale or conveyance deed referred to in Clause (19) above shall be drawn up by the BUILDER. The FLAT PURCHASER shall not be entitled to demand changes of any nature or object, in any manner, to the draft of the same. The FLAT PURCHASER shall bear proportionate cost of all expenses in this connection including stamp duty, registration fee, incidental expenses and legal expenses, as determined by the BUILDER.
21. The FLAT PURCHASER is made aware that the residential block of the building has 14 (fourteen) flats but only 8 (eight) stilt parking slots. These 8 (eight) stilt parking slots shall be allotted to 8 (eight) flat owners by drawing lots among the 14 (fourteen) flat owners at a meeting to be convened by the BUILDER after completion of the SAID PROJECT. The remaining 6 (six) flat owners shall be provided one parking slot each but the same shall be provided outside the stilt but with fabricated covering. All other remaining parking slots (over and above 14 [fourteen] residential parking slots) within the complex shall be allotted to the commercial block owners of the SAID PROJECT. The FLAT PURCHASER has clearly understood this parking allocation arrangement of the BUILDER and hereby accepts and consents to the same.
22. The FLAT PURCHASER is made aware that the BUILDER has agreed to permit the residents of Rose Apartments, adjacent to the SAID PROPERTY on its western boundary, to access their building through the 6-metre wide access of the SAID PROJECT. The FLAT PURCHASER hereby consents to this arrangement and shall not, at any time, block such access nor object to the same.
23. Any taxes, charges or outgoings levied by the Mormugao Municipal Council, Electricity Department, PWD or any other authorities, as may be applicable to and/or levied upon the SAID FLAT upon its completion, shall be to the account of the FLAT PURCHASER from the date the SAID FLAT is offered to the FLAT PURCHASER as per Clause (17) above, irrespective of whether the FLAT PURCHASER has actually taken possession of the SAID FLAT or not.
24. The FLAT PURCHASER, for himself and with the intention to bind all persons into whose hands the SAID FLAT may come in future, doth hereby covenant with the BUILDER as follows:
- a) that "the proportionate undivided share of land in the SAID PROPERTY, specifically, X/1645 sq. mtrs., mentioned hereinabove, is PURELY NOTIONAL and the FLAT PURCHASER shall never ask for partition of the same or ask for pre-emption rights over the remaining part of the SAID PROPERTY nor enjoy any usufructory rights in respect of the said "proportionate corresponding undivided share of land in the SAID PROPERTY".
 - b) that the SAID FLAT shall be used strictly for residential purposes and not for commercial purposes such as Office etc., irrespective of whether such commercial

use or for that matter any other use is permitted by prevailing laws/rules of the Government Authorities. Further, in the use of the SAID FLAT, the FLAT PURCHASER shall not cause nuisance or inconvenience to other purchasers of other flats in the SAID PROJECT.

- c) that he shall maintain the SAID FLAT in good condition at his own cost from the date 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, including staircase or any passage/s, or in any way change/alter or make addition in or to the building in which the SAID FLAT is situated and/or to the SAID FLAT itself and/or which may affect the structural stability/strength of the building or any part thereof and/or which may be against the rules, regulations or bye-laws of concerned local or any other authority and in any of such cases the FLAT PURCHASER hereby agrees that he alone, shall be responsible to any competent authority for any violations committed in this regard and for all consequences, thereof, including to third parties.
 - d) that he shall never lay claim to any area beyond the outer walls of the SAID FLAT and shall always keep open the landing/passageway outside the SAID FLAT to allow free and un-restricted movement of the other owners of flats in the building.
 - e) that the open spaces and the unsold premises and other areas, not specifically allotted to any person, if any, shall remain the property of the BUILDER, until the conveyance/transfer/allotment of the same.
 - f) that all unused floor area (FAR) of the SAID PROJECT and/or the SAID PROPERTY, belongs exclusively to the BUILDER in perpetuity, until the same is used by the BUILDER as per his own discretion and disposed by him subsequently.
 - g) that he will observe and perform all the rules and regulations which the proposed owners association mentioned in Clause (19) hereinabove may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for management and maintenance of the residential block of the SAID PROJECT including the SAID FLAT therein and for the observance and the 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 and also pay and contribute regularly and punctually towards the expenses or other outgoings, as may be determined by the said proposed owners association.
25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the SAID FLAT and/or the said "proportionate corresponding undivided share of land in the SAID PROPERTY appurtenant to the SAID FLAT" and proposed building thereon or any part thereof. The FLAT PURCHASER shall

have no claim, save and except in respect of the SAID FLAT hereby agreed to be purchased by him under the terms and conditions herein stated.

26. Any delay tolerated or indulgence shown by the BUILDER in enforcing the terms of this Agreement or any forbearance or giving of time to the FLAT PURCHASER by the BUILDER shall not be construed as a waiver on the part of the BUILDER of any breach or non-compliance of any of the terms and conditions of this Agreement by the FLAT PURCHASER nor shall the same in any manner prejudice the rights of the BUILDER.
27. The parties hereto agree that any document containing additional terms and conditions pertaining to this Agreement which may be signed hereafter by both parties hereto, shall form an integral part of this Agreement and shall be binding upon both parties hereto.
28. The respective addresses of the parties hereto for the purpose of correspondence and/or notices in connection with this Agreement shall be as specified below and any correspondence, notice or communication sent to such addresses by hand delivery, registered post, email, shall be deemed to have been validly served/received:
- | | |
|--------------------------|----------------------------------|
| BUILDER'S ADDRESS | FLAT PURCHASER'S ADDRESS: |
| <i>(with email)</i> | <i>(with email)</i> |
29. Notwithstanding anything herein contained, the ownership of the SAID FLAT shall, at all times, vest solely in the BUILDER until and unless the FLAT PURCHASER pays the BUILDER all amounts due to him and the possession of the SAID FLAT is handed over by the BUILDER to the FLAT PURCHASER under the terms hereof.
30. The BUILDER shall allot one car parking space free of cost on the ground floor to the FLAT PURCHASER in the parking plan to be finalised by the BUILDER upon completion of the SAID PROJECT, in accordance with the provisions of Clause (22) above.
31. The BUILDER has disclosed to the FLAT PURCHASER that the SAID PROPERTY is affected by road widening provisions of the development regulations in force and therefore the BUILDER shall have to comply with all the provisions of the said development regulations.
32. The BUILDER shall have the right to change/alter the elevation and/or colour scheme of the building in the SAID PROJECT, as deemed fit and proper by the BUILDER.
33. Mrs. Suvidha Dias, i.e. the CONFIRMING PARTY herein is joined as consenting party to this Agreement since she married to Mr. Anthony Cedric Dias, the Proprietor of Prime Builders, i.e. the BUILDER herein under the regime of communion of property, applicable in the state of Goa.

34. This Agreement contains the whole agreement between the parties hereto in respect of the subject matter of this agreement and shall not be modified, otherwise than by in writing duly signed by both parties. There are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The FLAT PURCHASER hereby expressly admits, acknowledges and confirms that no terms and conditions, particulars or information, whether oral or written or otherwise given or made or represented, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, have induced the FLAT PURCHASER to enter into this Agreement.
35. Any dispute between the parties hereto touching any of the matters of this Agreement shall be resolved by Arbitration in terms of Indian Arbitration & Conciliation Act 1996. Legal jurisdiction for this Agreement shall be VASCO DA GAMA in the State of GOA.
36. The BUILDER has registered the SAID PROJECT under the provision of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. _____.
37. As on the date hereof, the possession of the SAID FLAT is not given to the FLAT PURCHASER and the same shall be handed over after executing appropriate document.

SCHEDULE I

(Description of the "SAID PROPERTY")

All that amalgamated parcel of land admeasuring 1645 sq. mtrs. at Vasco da Gama, comprising of two properties, namely, (1) property bearing Chalta No. 38 of P. T. Sheet No. 89 of the City Survey of Vasco da Gama with an area of 1495 sq. mtrs., bounded on the East; by property bearing Chalta No. 48 of P. T. Sheet No. 89, on the West; by property bearing Chalta Nos. 32, 42 and 37 of P. T. Sheet No. 89, on the North; by property bearing Chalta Nos. 20, 23 and 36 of P. T. Sheet No. 89 and on the South; by property bearing Chalta No. 37 of P. T. Sheet No. 89 and partly by Fr. Luis Gomes Road, being part of a bigger property known as "PIXANCHI TONGUI" or "PICHAN TOGUI" described in the Land Registration Office of Salcete at Margao under No. 22819 of Book B-58 New Series and described under Nos. 2918, 2919 & 2920 (Old Series Book B-13) and enrolled in the Taluka Revenue Office of Mormugao under Matriz Nos. 19, 20, 36, 37, 42 & 46 and (2) property bearing Chalta Nos. 23 and 20(part) of P. T. Sheet No. 89 of the City Survey of Vasco da Gama, admeasuring 150 sq. mtrs., bounded on the East; by Municipal Gutter and thereafter by property surveyed under Chalta No. 48 of P. T. Sheet No. 89, on the West; by remaining portion of the property surveyed under Chalta No. 20 of P. T. Sheet No. 89 North; by remaining portion of the property surveyed under Chalta No. 20 of P. T. Sheet No. 89 and on the South; by property surveyed under Chalta No. 38 of P. T. Sheet No. 89, originally forming a part of a bigger property known as "PIXAN TONQUI SECOND ADDITION", situated at Vasco da Gama, Mormugao Taluka, not registered in the Land Registration Office but enrolled in the Taluka Revenue Office under Matriz No. 39 and surveyed under Chalta No. 20 & 23 of P.T. Sheet No. 89 with an area of 1183 sq. mtrs., the said amalgamated property of 1645 sq. mtrs., situated within

the Municipal area, Sub-District/Taluka of Mormugao and bounded as under:

- On the East : by property surveyed under Chalta No. 48 of P. T. Sheet No. 89
On the West : by property surveyed under Chalta Nos. 32 and 42 of P. T. Sheet No. 89
On the North : by property surveyed under Chalta Nos. 36, 28 and 20(part) of P. T. Sheet No. 89.
On the South : partly by property surveyed under Chalta No. 37(part) of P. T. Sheet No. 89 and partly by Fr. Luis Gomes Road.

SCHEDULE II

(Description of the "SAID FLAT")

All that flat identified as Flat No. _____, on the _____ floor in the Project "Prime Citiplex", having to be constructed on the SAID PROPERTY with the building specifications set out in "SCHEDULE III" hereunder written, having a carpet area (as defined under RERA) of _____ sq. mtrs., 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

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 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 of the Flat and of the building shall be constructed in ultra-lite or similar cement blocks or any other masonry as per the instructions of the structural engineer 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. Readymade plaster mix may be used.

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. **FLOORING:**

All flooring, except toilet/bath shall be carried out in 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 (each toilet cum bathroom):**

One Western style WC OR Indian pan and one wash basin of size 22" x 16", in white, 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. Concealed plumbing with necessary plumbing fittings will be provided (wall mixer will be provided in shower area only)

7. **KITCHEN:**

Kitchen platform top shall be of black polished granite with SS kitchen sink. Wall tiling and above kitchen platform upto 60 cms height shall be provided in light colour glazed ceramic tiles. (No cabinetry shall be provided)

8. **ELECTRICALS (No fittings such as tube lights, fans, etc 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
Inverter point	-	1 no
TV 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
5/15-amps point	-	1 no
Exhaust fan point	-	1 no

Balcony

15 amps point (for washing machine)	-	1 no
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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	-	1 no
Bell 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. 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 as per architectural plan, along with diesel genset power back-up for elevator and staircase (at the cost of all flat purchasers).

SCHEDULE IV
(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	7.00%	
4	Casting of second floor slab of the building	7.00%	
5	Casting of third floor slab of the building	7.00%	
6	Casting of fourth floor slab of the building	7.00%	
7	Casting of fifth floor slab of the building	7.00%	
8	Casting of sixth floor slab of the building	7.00%	
9	Casting of seventh floor slab of the building	7.00%	
10	Casting of roof/terrace slab of the building	7.00%	
11	Completion of external masonry of the flat	5.00%	
12	Completion of internal masonry of the flat	5.00%	
13	Completion of internal and external plaster of the flat	5.00%	
14	Completion of the flat in all respects	4.00%	
	TOTAL		
Note	Service tax, VAT, as applicable, shall be claimed with each stage payment.		

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 **BUILDER,**)
PRIME BUILDERS, through its Sole)
Proprietor, **MR ANTHONY CEDRIC DIAS**)_____

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

SIGNED SEALED AND DELIVERED)
by the within-named **CONFIRMING PARTY**)
MRS. SUVIDHA DIAS)_____

IN THE PRESENCE OF WITNESSES :

1) SIGNATURE : _____

NAME : _____

2) SIGNATURE : _____

NAME : _____