

**AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE** is made at Vasco da Gama, Goa on this  
\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN**

**MR. AVEZ AZIM SHAIKH**, son of Mr. Abdul Azim Shaikh Mohidin, aged 38 years, married, Businessman, having PAN Card No. ATAPS5928C, Aadhar No. 5148-8677-3116, email id avezazim@gmail.com, mobile number 9822103343, Indian National, resident of H. No 650, Mohidin Villa, Airport Road, Chicalim, Goa-403711, Proprietor of **M/S. MOHIDIN PROPERTIES AND HOLDINGS**, and his wife

**MRS. ARSHIYA AVEZ SHAIKH**, wife of Mr. Avez Azim Shaikh, aged about 35 years, married, housewife, having PAN Card bearing No. ADVPA1317L, Aadhar No. 3738-9973-5052, email id arshiyas.24@gmail.com, mobile number 9850333343, both Indian Nationals and residents of H. No.650, Airport Road, Chicalim Goa, represented in this deed by her **attorney Mr. AVEZ AZIM SHAIKH** constituted vide General Power of Attorney dated 13<sup>th</sup> January 2016 registered in the office of the Sub-Registrar of Mormugao under Registration No. MOR-BK4-00003-2016 Book 4, CD no. MORD12 dated 14/01/2016, hereinafter referred to as the “**PROMOTER**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, representatives, nominees, administrators and assigns) of the FIRST PART.

**AND**

**MR.** \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_\_ years, married, and occupation \_\_\_\_\_, having PAN Card bearing no. \_\_\_\_\_, Aadhar card no. \_\_\_\_\_, email id \_\_\_\_\_, mobile number \_\_\_\_\_, Indian National and his wife

**MRS.** \_\_\_\_\_, wife of \_\_\_\_\_, aged about \_\_\_\_\_ years, married, occupation \_\_\_\_\_, having PAN Card bearing no. \_\_\_\_\_, Aadhar card no. \_\_\_\_\_, email id \_\_\_\_\_, mobile number \_\_\_\_\_, Indian National, both residents of \_\_\_\_\_ hereinafter referred to as the “**ALLOTTEE**”(which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, representatives, nominees, administrators and assigns) of the SECOND PART.

WHEREAS there exist a bigger property originally belonged to one Baguem also known as Indira Sinai Caro of Margao having been allotted to her in Inventory Proceedings before the Judge of the Comarca of Salcete at Margao which Inventory Proceedings were instituted on the death of her husband Voicunta Vishnu Sinai Caro which allotment is noted in the Inscription of the said property in the Office of the Land Registrar of Margao in Book No.G-56 at reverse of folio 67.

AND WHEREAS by Deed of Gift, Sale and Exchange dated 15/1/1961 drawn at the reverse of folio thirty onwards of Book of Deeds No.1117 before the ex-officio notary of Judicial Division of Salcete, Mr. Raul Gerson Purificacao de Santa Rita Vaz, the said Baguem alias Indira Sinai Caro gifted the said property 'GALLY' or "ZAMBOLIGALLI" or 'AFRAMENTO' to her son Jairam Voicunta Sinai Caro also known as JairamVoicunta Caro along with his wife, Mrs. Lalita Jairam Caro alias Lalit Jairam Kare by reserving usufruct to her during her lifetime and all other heirs and successors being three daughters and two sons with their respective spouses were also made as parties to the said deed and accordingly the same was transmitted in the name of said Shri Jairam Caro by transmission dated 20/07/1961.

AND WHEREAS by Deed of Renunciation of Usufruct dated 22/8/1974 registered with the Sub Registrar of Salcete at Margao at No.200 at pages 151 to 153 of Book No. 1 Volume 21, the said Baguem alias Indira Sinai Caro renounced her right of usufruct to the said property reserved vide the said Deed of Gift dated 15/1/1961 referred to earlier.

AND WHEREAS Shri. Jairam Voicunta Kare and Smt. Lalita Jairam Kare along with Shri. Vasant Voicunta Kare constituted a Partnership under the firm name of M/s. Dabhill Real Estate wherein said Shri. Jairam Kare and his wife brought in the above property as their capital contribution to the said firm.

AND WHEREAS the said firm M/s. Dabhill Real Estate, sub divided the said property into many sub-divisions identified from Block 'A' to Block 'P'.

AND WHEREAS the said M/s. Dabhill Real Estate sold the Block 'F' admeasuring an area of 4486.00 sq.mtrs by two deeds namely (1) Deed of Sale dated 13/05/1976 registered in the office of the Sub Registrar of Mormugao under No.160 pages 45 to 50 of Book No. I, Volume 28 dated 03<sup>rd</sup> June 1976

half of the Block 'F' admeasuring an area of 2243 sold and conveyed unto and in favour of Mr. Vishnubhai Maganbhai Amin and (ii) vide Deed of Sale dated 13/05/1976 registered in the Office of the Sub Registrar of Mormugao under No.199 pages 221 to 226 of Book No. I, Volume 28 dated 07<sup>th</sup> July 1976 half of the Block 'F' admeasuring an area of 2243.00 sold and conveyed unto and in favour of Mrs. Kusumben Vishnubhai Amin alias Kusumben Vishnuprasad Amin.

AND WHEREAS vide Deed of Ratification-cum-Confirmation dated 13/03/2012 registered in the Office of the Sub Registrar of Mormugao registered under no.393 at pages 111 to 125 of Book I, Volume 1381 dated 16/03/2012 ratification was made for the legal purposes executed between Mr. Jairam Vaikunth Kare and his wife Mrs. Lalita Jairam Kare as the 'Ratifying Parties' and Shri. Vishnubhai Maganbhai Amin and Smt. Kusumben Vishnubhai Amin as the 'Second Party' in respect of the Said Plot.

AND WHEREAS the aforesaid Mr. Vishnubhai Maganbhai Amin expired on 23/06/2012 but however during his life bequeathed vide Public Will dated 24/01/2008 drawn in the Notarial Book of Wills bearing No.51 at pages 23 to 25 in the Office of the Notary Ex-Officio, Mormugao all his properties unto his wife Mrs. Kusumben Amin is the sole and absolute owner of the said plot.

By Deed of Sale dated 29/10/2014, Mrs. Kusumben Vishnubhai Amin alias Kusumben Vishnuprasad Amin, constituted by its attorney, Mr. Vipul Vishnuprasad Amin alias Vipul Vishnubhai Amin along with Mr. Mayur Amin and his wife Mrs. Amita Mayur Amin and Mr. Vipul Vishnuprasad Amin sold the Plot identified under letter 'F' admeasuring an area of 4486.00 sq. mtrs. more particularly described in Schedule I to Mr. Avez Azim Shaikh, Proprietor of M/s. Mohidin Properties and Holdings, which deed is registered under Book-1 Document, Registration Number MOR-BK1-01638-2014, CD Number MORD6 on date 30/10/2014.

**AND WHEREAS** Mr. Mayur Amin, and Mr. Vipul Vishnuprasad Amin alongwith Mrs. Amita Mayur Amin being the sole and universal heirs of said late Mr. Vishnubhai Amin, through are not entitled to any share, right, title, interest in/over the Said Plot, have signed and executed the said deed as abundant precaution who also confirm, approve and endorse this Deed of Sale dated 29/10/2014.

AND WHEREAS the PROMOTER are in possession of the Schedule I property and are entitled to construct buildings on the Schedule I land in accordance with the recitals herein above;

**AND WHEREAS** The PROMOTER has drawn up plans for a development scheme, comprising of building Block A & Block B with 1 basement, 1 stilt and 8 upper floors in project named as “MOHIDIN’S ICONIA” to be constructed specifically on the said property described in Schedule I, consisting of 94 apartments & 10 shops. This development scheme has received the approval of the Mormugao Planning and Development Authority vide its Development Order under Ref. No. MPDA/9-S-196/2015-16/1796 dated 18/3/2016 and Construction Licence under No. VP/CHI/11/2015-16/37/4201 issued by Village Panchayat of Chicalim dated 31/03/2016. The approvals were subsequently revised vide Mormugao Planning and Development Authority Development Order bearing Ref. No. MPDA/9-S-196/2016-17/1338 dated 30/12/2016 and Village Panchayat of Chicalim Construction Licence bearing No. VP/CHI/11/2016-17/59/2824 issued by dated 20/02/2017.

**AND WHEREAS** the ALLOTTEE herein has approached the PROMOTER to purchase and the PROMOTER has agreed to sell to the ALLOTTEE an apartment identified as **Apartment No. \_\_\_\_\_, Block \_\_\_\_\_, having a super built up area of \_\_\_\_\_** or thereabouts, located on the \_\_\_\_\_ **floor** of the building known as “MOHIDIN’S ICONIA”, which apartment is described in Schedule II, to be constructed on the said property more specifically described in Schedule I as per the floor plan of the PROMOTER annexed hereto at or for a price consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** hereinafter called the “Said Apartment” more particularly described in Schedule II hereunder written.

AND WHEREAS the PROMOTER has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the PROMOTER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at.....under No. ....; authenticated copy is attached in Annexure;

AND WHEREAS the PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTER accepts the professional supervision of the

Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** the ALLOTTEE has given inspection and copies all the documents of title to the said property, statutory approvals and permission granted by the concerned authorities for the proposed development scheme on the said property described in Schedule I, the schedule of payment in Schedule III, the building specification described in Schedule IV and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder the ALLOTTEE is satisfied with and has acknowledged the receipt of the same.

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the legal Practitioner of the PROMOTER, or any other relevant revenue record showing the nature of the title of the PROMOTER to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the PROMOTER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

**AND WHEREAS** the authenticated copies of the plans of the Apartment agreed to be purchased by the ALLOTTEE, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

**AND WHEREAS** the PROMOTER has got the approvals from the concerned competent authority(s) to the plans, the specifications, elevations & sections of the said building/s and shall obtain the approvals from various authorities from time to time, if needed, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

**AND WHEREAS** while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

**AND WHEREAS** the PROMOTER has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the ALLOTTEE has approached the PROMOTER for purchase of an Apartment No. .... on.....floor in Block ..... being constructed in the said Project;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is ..... square meters;

AND WHEREAS, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents, the ALLOTTEE has paid to the PROMOTER a sum of Rs..... (Rupees .....) Only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the PROMOTER both hereby admit and acknowledge) and the ALLOTTEE has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the PROMOTER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. ....;

AND WHEREAS, under section 13 of the said Act, the PROMOTER is required to execute a written Agreement for sale of said Apartment with the ALLOTTEE, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the (Apartment) and the garage/covered parking (if applicable);

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

1. The PROMOTER shall construct the said buildings consisting of 1 basement, 1stilt and 8 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time, wherever applicable, provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE in respect of variations or modifications which may adversely affect the Apartment of the ALLOTTEE except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE Apartment No. .... of the type .... BHK of carpet area admeasuring ..... square meters or thereabouts. The apartment shall also have an exclusive carpet area of balcony of.....square meters with an exclusive terrace area..... square meters if any, on ..... floor in the building .....

(hereinafter referred to as “the Apartment”) as shown in the Floor plan thereof hereto annexed for the consideration price of Rs. .... which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule II annexed herewith.

(ii) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE covered parking bearing No. .... situated at ..... Basement /or stilt level, being constructed in the layout for the consideration of Rs. ..../. The allotment of location of the car parking space to the ALLOTTEE shall be strictly at the discretion of the PROMOTER.

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs. ..../

1(c) The ALLOTTEE has paid on or before execution of this agreement a sum of Rs. .... (Rupees..... Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the PROMOTER the balance amount of Rs. ....(Rupees .....) in the manner more specifically laid out in Schedule III herein.

1(d) The Total consideration price above excludes all Taxes (consisting of tax paid or payable by the PROMOTER by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER) up to the date of handing over the possession of the said Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/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 ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments.

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

1(g) The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four (4) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area. If there is any reduction in the carpet area within the defined limit, then the PROMOTER shall refund the excess money paid by ALLOTTEE within

forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand additional amount from the ALLOTTEE as per the next milestone of the Payment Plan as mentioned in schedule III herein. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

2.1 The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the PROMOTER as well as the ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the project and handing over the Apartment to the ALLOTTEE and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be, subject to all the allottees having paid all the consideration and other sums due and payable to the PROMOTER as per this agreement. Similarly, the ALLOTTEE shall make, timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER, as per the payment plan provided in Schedule III herein below.

3. The PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the project land is ..... square meters only and PROMOTER has planned to utilize Floor area ratio of ..... by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The PROMOTER has disclosed the Floor Space Index of ..... as proposed to be utilized by him on the project land in the said Project and ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only. If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the ALLOTTEE, as stipulated in this Agreement, the Floor Area Ratio presently applicable to the Said Property is increased or there remains residual FAR in the approved plans as sanctioned by the authorities, the said FAR shall ensure exclusively for the benefit of the PROMOTER alone without any rebate to the ALLOTTEE. It is specifically and clearly agreed and understood that if, at anytime hereafter, the floor area

ratio (FAR) as applicable at present in relation or pertaining to the said building or the said buildings is increased or there remains residual FAR in the approved plans as sanctioned by the authorities, such increased FAR or residual FAR shall be for the benefit and enjoyment of the PROMOTER and its shall be available to the PROMOTER only and the ALLOTTEE shall not have any claim thereto and consequently proportionate undivided share in the said plot of land to be owned by the ALLOTTEE by virtue of owing the Said Flat, shall be accordingly reduced on the basis of such increase in FAR.

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

4.2 Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment of installments, the PROMOTER shall at his own option, may terminate this Agreement: Provided that, the PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE, by Registered Post AD at the address provided herein below by the ALLOTTEE and mail at the e-mail address provided by the ALLOTTEE herein below, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, the PROMOTER shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the PROMOTER) within a period of sixty days of the termination, the installments of sale consideration of the Apartment, which may till then have been paid by the ALLOTTEE to the PROMOTER and the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent to be provided by the PROMOTER in the said building and the Apartment as are set out in Schedule IV herein below.

6. The PROMOTER shall give possession of the Apartment to the ALLOTTEE on or before..... day of.....20..... If the PROMOTER fails or neglects to give possession of the Apartment to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTER received the sum till the date the amounts and

interest thereon is repaid. Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession.— The PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE as per the agreement shall offer in writing the possession of the Apartment to the ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROMOTER shall give possession of the Apartment to the ALLOTTEE. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE agrees to pay the maintenance charges as determined by the PROMOTER or association of allottees, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The ALLOTTEE shall take possession of the Apartment within 15 days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of ALLOTTEE to take Possession of Apartment upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE shall take possession of the Apartment from the PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the PROMOTER shall give possession of the Apartment to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in clause 7.2, such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

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

8. The ALLOTTEE shall use the Apartment or any part thereof or permit the same to be used only for purpose of \_\_\_\_\_\*residence/office/show-room/shop/godown for carrying on any industry or business. (\*strike out which

is not applicable). He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The ALLOTTEE along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organisation of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the Apartment is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars (security personnel), sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the buildings is transferred to it, the ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE further agrees that till the ALLOTTEE'S share is so determined the ALLOTTEE shall pay to the PROMOTER provisional monthly/yearly contribution of Rs. .... per month/annum towards the outgoings. The ALLOTTEE undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by ALLOTTEE shall be regarded as the default on the part of the ALLOTTEE and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs. .... for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (v) Rs. .... For Deposit towards Water, Electric, and other utility and services connection charges.

- (vi) Rs. .... for deposits of electrical receiving, transformer and Sub-Station provided in Layout.
- (vi) Rs. .... as legal charges.
- (vii) Rs. .... as infrastructure Tax.
- (viii) Rs. .... as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
- (ix) Rs. .... as Stamp Duty and Registration Charges.

11. The ALLOTTEE shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEES' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEES' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;

vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the ALLOTTEE in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The PROMOTER has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

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

(i) To maintain the Apartment at the ALLOTTEE'S own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, elevator/s, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

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

(vii) Pay to the PROMOTER within fifteen (15) days of demand by the PROMOTER, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the ALLOTTEE for any purposes other than for purpose for which it is sold.

(ix) The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up.

(x) The ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulations and conditions

laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

15. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the Apartment along with the proportionate indivisible/undivided share in land and amenities hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the PROMOTER until sold/allotted.

#### 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such Apartment.

#### 18. BINDING EFFECT

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

#### 19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

#### 20. RIGHT TO AMEND

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

## 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

## 22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

## 24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as 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.

## 25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTER through its authorized signatory at the PROMOTER'S Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

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

Name of ALLOTTEE  
(ALLOTTEE'S Address)

Notified Email ID: .....

M/s PROMOTER name  
(PROMOTER Address)

Notified Email ID: .....

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

#### 28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### 31. GOVERNING LAW

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

### **SCHEDULE- I**

#### **(Description of Property)**

All that distinct, separate, well demarcated Plot identified under letter 'F' admeasuring an area of 4486.00 sq. mtrs which is better shown delineated red colour boundary line in the plan annexed hereto being part and parcel of the larger property identified and known as 'Gally' or 'Zamboligalli' situated at Dabolim, within the limits of Village Panchayat of Chicalim, Taluka and Sub District of Mormugao, South Goa, Goa described in the Land Registration Office under No.1263 at the reverse of folio 35 of Book B-4 of new series and enrolled in the Taluka Revenue Office under Matriz No.8 surveyed under survey no.23/1-M of Dabolim Village and aforesaid Plot F bounded as follows:

On the North: by 8 meters wide road followed by Block 'G'

On the South: by property of NagindasThakker

On the East: by 15 meters wide access road

On the West: Land of Comunidade of Sancoale.

## **SCHEDULE II**

### **(Description of Flat)**

All that Flat No. \_\_\_\_\_ admeasuring an area of \_\_\_\_\_ sq. mtrs.or thereabouts, on the \_\_\_\_\_ floor of Block \_\_\_\_\_ of the building "MOHIDIN'S ICONIA" situated at behind NSD, Alto-Dabolim, Goa constructed in the Plot more particularly mentioned in Schedule I.

North: \_\_\_\_\_

South: \_\_\_\_\_

East: \_\_\_\_\_

West: \_\_\_\_\_

## **SCHEDULE- III**

### **Mode of Payment**

(Schedule of Payment)

Installment No.	Particulars	Amount Payable (Rs.)
1	On signing of Agreement	
2	On Completion of Plinth	
3	On Completion of stilt slab	
4	On Completion of 1 <sup>st</sup> floor slab	
5	On Completion of 2 <sup>nd</sup> floor slab	
6	On Completion of 3 <sup>rd</sup> floor slab	
7	On Completion of 4 <sup>th</sup> floor slab	
8	On Completion of Roof Slab	
9	On Completion of External Masonry	

	of flat	
10	On Completion of Internal Masonry, internal & external plaster of flat	
11	On Completion in all respects and handing over possession of flat	
	TOTAL	

(Rupees \_\_\_\_\_ only)

#### SCHEDULE IV

#### (BUILDING SPECIFICATION)

##### Fixtures, fittings and amenities

#### 1. **STRUCTURE:**

The building shall have R.C.C. framed structure, as approved by the concerned authorities. The external walls shall be constructed in 10 cm thick masonry and/or 15 cms masonry, wherever necessary

#### 2. **PLASTER:**

External plaster shall be done in double coat sand faced cement plaster.

Internal plaster shall be plastered with single coat cement plaster or gypsum.

#### 3. **DOORS & WINDOWS:**

##### a) DOORS

All doors framed shall be size 2.5 x 4". Main door frame shall be of teak wood and shall be fitted with 1 aldrop, 1 eye hole, 1 door handle and 1 night latch. The main door shall be veneered and polished flush shutter. Internal doors frames shall be of salwood/mattiwood or any other hard wood. Internal doors shall be marine quality flush doors. Each bedroom doors shall be fitted with lock-cum-handle. Finishing of internal doors shall be laminated or polished or oil painted, as necessary (not applicable for fiberglass doors which are pre-finished).

##### b) **WINDOWS:**

Windows shall be of 2/3 track (as per size of window opening) powder coated aluminum frame or UPVC with sliding shutters and 5 mm thick glass panels with rubber beading. Ventilators in toilet/bath shall also be in similar frame with fixed glass panel immediately above sill and movable glass louvers above.

**4. FLOORING:**

All flooring of rooms and balconies (except toilets/baths) shall be finished with vitrified tiles shall be provided in light shades, laid on cement mortar bedding. Size of tiles to be decided by the PROMOTER at the relevant time.

**5. TOILET CUM BATHROOM (each)**

a) Flooring shall be provided in anti skid ceramic tiles. Dado shall be provided upto a height of 7 ft. in matching coloured glazed ceramic tiles.

b) Sanitary ware (Cera or Equivalent) shall be provided in white shades. One European commode or Indian Orissa pan shall be provided (as per the choice of the ALLOTTEE/S).

c) Doors shall be of flush doors or fiber glass or similar type. Concealed plumbing with necessary plumbing fixtures.

d) Plumbing arrangement with mixer for hot & cold water shower rose shall be provided. CP fittings of Jaquar or equivalent will be provided.

**6. KITCHEN:**

a) Platform of polished black granite, in straight or L-shape (as per Architect's design) not exceeding 10 feet, shall be provided. The Platform shall be supported on kadappa slabs. One single bowl stainless steel kitchen sink and sink cock shall be provided.

b) Dado above kitchen platform shall be provided upto height of 60 cms in ceramic tiles.

**7. ELECTRICALS:**

There shall be modular type switches and sockets (Legrand or equivalent) in the apartment, with copper wiring (Finolex or equivalent). Individual electrical meters (supplied by the Electricity Dept.) and electrical points for each flat shall be provided as per list below. Points listed are provided as per the developer's plans. Re-positioning as per the ALLOTTEE's requirements may entail separate costs.

- a) **Living cum Dining:** 4 nos light points, 2 nos fan 5-amp points, 1 no bell point no T.V. point.
- b) **Kitchen:** 1 no light point, 1 no ceiling or exhaust fan point, 2 nos 5-amp point, 1 no 15-amp point.
- c) **Bedroom (each) :**2 nos light point, 1 no fan point, 1 no 5-amp point, 1 no A/C point
- d) **Toilet/Bath (each):** 2 no light point, 1 no 15-amp point
- e) **Balcony (Each):** 1 no light point
- f) **External staircase:** 1 no light point on each landing

(Fittings such as tube lights, fans, etc. shall NOT be provided by the PROMOTER)

#### 8. PAINTING:

All external surface of the building shall be finished with anti fungal/ cement based exterior paint. Internal walls of the common staircase shall be provided with oil bound distemper. 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. The ceiling of all rooms shall be finished in white acrylic distemper/oil bound distemper.

#### 9. WATER SUPPLY, PLUMBING & DRAINAGE:

Water supply shall be provided by Public Work Department, Government of Goa through a common meter, along with sump and overhead tank of adequate size and water pump

#### 10. DESCRIPTION OF COMMON AREAS AND FACILITIES:

A swimming pool, Clubhouse, Swimming Pool, Kids Pool, Gymnasium, Indoor games area, Jogging track, Landscaping, Children's play area and Back up Genset for common areas will be provided in the complex.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

**SIGNED & DELIVERED BY**

The within named **“PROMOTER“**

Proprietor of Mohidin Properties and Holdings

**MR. AVEZ AZIM SHAIKH**

**For SELF and as Constituted Attorney for**

**MRS. ARSHIYA AVEZ SHAIKH**

Left Hand	Finger Prints	Right Hand
	Thumb	
	Index Finger	
	Middle Finger	
	Ring Finger	
	Last Finger	

**SIGNED & DELIVERED BY**

The within named "ALLOTTEE/S"

**MR.** \_\_\_\_\_

Left Hand	Finger Prints	Right Hand
	Thumb	
	Index Finger	
	Middle Finger	
	Ring Finger	
	Last Finger	

**SIGNED & DELIVERED BY**

The within named “ALLOTTEE/S”

MRS. \_\_\_\_\_

Left Hand	Finger Prints	Right Hand
	Thumb	
	Index Finger	
	Middle Finger	
	Ring Finger	
	Last Finger	

**Witnesses no.1**

Name: \_\_\_\_\_

Signature \_\_\_\_\_

**Witnesses no.2**

Name: \_\_\_\_\_

Signature \_\_\_\_\_

ANNEXURES (as mentioned in the agreement)

Received of and from the ALLOTTEE above named the sum of Rupees  
..... on execution of this agreement towards Earnest Money  
Deposit or application fee

I say received.

The PROMOTER