

**A G R E E M E N T O F S A L E**

**THIS AGREEMENT OF SALE** is made at Vasco da Gama, Goa on this \_\_\_ 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, Aadhaar Card No. 5148-8677-3116, email id avezazim@gmail.com, Mobile No. 9822103343, Indian National, resident of H. No.650, Mohidin Villa, Airport Road, Chicalim Goa-403711, Proprietor of **M/S. MOHIDIN**

**PROPERTIES AND HOLDINGS**, having its principal place of business at O-1, 1<sup>st</sup> floor, Commerce Centre, next to Old Bus stand, Vasco da Gama Goa hereinafter referred to as the “**PROMOTER**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include this legal heirs, representatives, nominees, administrators and assigns) of the FIRST PART.

AND

**MR.** \_\_\_\_\_, son of \_\_\_\_\_, age \_\_\_\_\_ years, having a PAN Card No. \_\_\_\_\_, Aadhar Card bearing No. \_\_\_\_\_, Email Id. \_\_\_\_\_, Mobile No. \_\_\_\_\_, married, occupation \_\_\_\_\_, Indian National and his wife

**MRS.** \_\_\_\_\_, wife of \_\_\_\_\_, aged \_\_\_\_\_ years, having PAN Card No. \_\_\_\_\_, Aadhar Card bearing No. \_\_\_\_\_, Email Id. \_\_\_\_\_, Mobile No. \_\_\_\_\_, married, occupation \_\_\_\_\_, 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 this legal heirs, representatives, nominees, administrators and assigns) of the SECOND PART.

AND

**MR. EROL CHRISTOPHER JORGE**, son of late Mr. Rui Socrates das Does Jorge, aged 47 years, married, Journalist, having PAN Card No. AHSPJ9355L, Aadhaar Card No.2600-4035-4136, Email Id eroljorge@gmail.com, Mobile No.9822100459, Indian National,

**MRS. ELANE PRACY DE SOUZA**, wife of Mr. Erol Christopher Jorge, aged 43 years, married, Service, having PAN Card No. AIHPD1272C, Aadhaar Card No.6653-7168-8122, Email Id. elainesapphire7@gmail.com, Mobile No.9822138187, Indian National, both residents of H. No.264/134, UGF-2, Samrudhi Vinit Apartments, Savlem, Pilerne, Bardez Goa-403114

**MR. IVOR ALEXANDER JORGE**, son of late Mr. Rui Socrates das Does Jorge, aged 46 years, married, Service, having PAN Card No. AIOPJ1993P, Portuguese National holding OCI Card No. A1333159, Aadhaar Card No. 7728-6701-5712, email id. ivorjorge@gmail.com, mobile no. 7588459810, resident of F7, 3<sup>rd</sup> floor, La Pires Mansion, Airport Road, Adarshnagar, Chicalim Goa-403711,

**MRS. ROCHELL ANNA ALBUQUERQUE**, wife of Mr. Ivor Alexander Jorge, aged 43 years, married, Housewife, having PAN Card No. BGIPA2811A, Aadhaar Card No. 9461-8576-8299, email id. albuquerquechell@gmail.com, mobile no. 7350118871, Indian National, , resident of F7, 3<sup>rd</sup> floor, La Pires Mansion, Airport Road, Adarshnagar, Chicalim Goa-403711

**MRS. CHRISTINE RUTH JORGE**, wife of Mr. Ryan Anthony Hipolito De Menezes, aged 44 years, married, Service, having PAN Card No. AFGPJ4440N, Aadhaar Card No. 9683-1973-0106, email id. christinejorge30@gmail.com, mobile no.9922291425, Indian National and

**MR. RYAN ANTHONY HIPOLITO DE MENEZES**, son of Mr. Inacio Francisco P. de Menezes, aged 47 years, married, businessman, having PAN Card No. AINPM6529M, Aadhaar Card No. 9460-2335-1005, email id. ryanmenezes557@gmail.com, mobile no. 9923802636, Indian National, both residents of Flat No. A-1, 1<sup>st</sup> floor, A- Block, 'Piety Manor', behind St. Therese's High School, Mangor Hill, Vasco da Gama, Goa-403802,

all Owners represented herein by their duly constituted attorney, **MR. AVEZ AZIM SHAIKH**, son of Mr. Abdul Azim Shaikh Mohidin, aged 38 years, married, Businessman, having PAN Card No. ATAPS5928C, Aadhaar Card No. 5148-8677-3116, email id. avezazim@gmail.com, Mobile No. 9822103343, Indian National, resident of H. No.650, Mohidin Villa, Airport Road, Chicalim Goa-403711 vide Irrevocable Power of Attorney dated 29<sup>th</sup> June 2016 registered at The Office of Sub-Registrar, Mormugao under Registration No. MOR-BKPoA-00028-2016 dated 1/7/2016, hereinafter referred to as the "**THE OWNERS**" (which expression shall, unless, the context otherwise requires, include their heirs, legal representatives, administrators and assigns) of the THIRD PART.

**AND WHEREAS** there exists all that property being the southern half (Plot A) of the rustic property admeasuring “Fagrulem” commonly known as “Gina” situated at Vaddem, Vasco da Gama, described in the Land Registration Office of Salcete at No.18289 new series enrolled in the Taluka Revenue Office under No.133 (Matriz) presently surveyed in the City Survey Office of Vasco da Gama, Goa under Chalta no.124 of P.T. Sheet no.142 admeasuring an area of 3445 sq. mtrs. more particularly described in Schedule I.

**AND WHEREAS** the late Mr. Aleixo Cristovao Jorge alias Joaquim Belarmino Socrates Aleixo Cristovao Jorge alias Alex Christopher George or Aleixo C. Jorge or Aleixo Jorge was first married in the regime of communion of assets to Maria Ana das Mercedes Mendes, daughter of the said Randolpho Sebastiao das Mercedes Mendes, original owner of the said property, who died in the year 1935 leaving behind two children Ivo Sylvestre de Jose Vas Jose Jorge alias Ivor Sylvester George and Nuno Manuel do Rosario Jorge alias Nuno Jorge.

**AND WHEREAS** after the death of his first wife, the said Aleixo Cristovao Jorge was married again in the regime of communion of assets to the sister of his deceased wife Maria Urminda das Mercedes Mendes, daughter of the said Randolpho Sebastiao das Mercedes Mendes, and from this marriage he had one child Mr. Rui Socrates das Dores Jorge.

**AND WHEREAS** by Inventory Proceedings, one half of the Said Property was awarded to Maria Urminda das Mercedes Mendes and other half to Xisto Andre Mendes.

**AND WHEREAS** after the death of Aleixo Cristovao Jorge on 28/06/1973 vide Succession Deed dated 04/05/1974 drawn by the Notary Public Ex-Officio of Ilhas Goa at pages 18 onwards of Book No. 605, his widow Maria Urminda das Mercedes Mendes qualified as his moiety share holder and his children (a) Ivo Sylvestre de Jose Vas Jorge (b) Nuno Manuel do Rosario Jorge (c) Rui Socrates das Dores Jorge as his only heirs.

**AND WHEREAS** by Deed of Partition dated 19/08/1974 and duly registered before the Sub Registrar, Salcete at No.849, pages 135 to 143 of Book No. I, Volume No.129 on 23/09/1994, the estate of the late Aleixo Cristovao Jorge and his first wife the late Maria Ana das Mercedes Mendes was

partitioned among Maria Urminda das Mercês Mendes, Ivo Sylvestre de Jose Vas Jorge, Nuno Manuel do Rosario Jorge and Rui Socrates das Dores Jorge.

**AND WHEREAS** by the said Deed of Partition the said property was allotted to Maria Urminda das Mercês Mendes as 'TORNAS' to Rui Socrates das Dores Jorge and his wife, Mrs. Harriette Leocadia Dias alias Harriet Dias as their share in the said property.

**AND WHEREAS** by Order of the Civil Judge Senior Division at Vasco Da Gama, Goa in Spl. Civil Suit No.8/1985 dated 16/7/1985, Rui Socrates das Dores Jorge and his wife Harriet Dias were divorced vide Decree of Divorce.

**AND WHEREAS** Smt. Maria Urminda das Mercês Mendes expired on 02/07/1999 and vide Succession Deed dated 04/11/1999 drawn at pages 82 to 85 of Notary Book of Deeds bearing No.165 her son Rui Socrates das Dores Jorge, then divorced, qualified as her only heir.

**AND WHEREAS** consequently as cited above Rui Socrates das Dores Jorge came to be the sole owner in possession of the Said Property.

**AND WHEREAS** Mr. Rui Socrates das Dores Jorge had agreed to sell and M/s. Boa Casa DEVELOPERS LLP had agreed to purchase and carry out development of the Said Property described under Schedule I.

**AND WHEREAS** by Agreement for Sale cum Development and Construction dated 19/11/2010, Mr. Rui Socrates das Dores Jorge had entrusted the Development of the property described in Schedule I to M/s. Boa Casa DEVELOPERS LLP., represented by its Designated Partner Mr. Ruben Quadros, which agreement was registered before the Sub Registrar of Mormugao Goa.

**AND WHEREAS** further by a Addendum to Agreement for Sale cum Development and Construction dated 19/11/2010, executed on 29/11/2013, Mr. Rui Socrates das Dores Jorge entrusted the Development of the property described in Schedule I to M/s. Boa Casa DEVELOPERS LLP., represented by its Designated Partner, Mr. Ruben Quadros, which agreement was registered before the Sub Registrar of Mormugao, Goa.

**AND WHEREAS** after the death of Mrs. Harriette Leocadia Dias on 01/11/2006 and Mr. Rui Socrates Das Dores Jorge on 25/05/2015, a Deed of

Succession was drawn on 14/08/2015 in the office Notarial Book of Deed bearing no.183 at pages 95v to 96v dated 14/08/2015.

**AND WHEREAS** the said deceased left behind them as their sole and universal heirs, their two sons and one daughter namely, 1. Mr. Erol Chirtopher Jorge, married to Ms. Elane Pracy De Souza, 2. Mr. Ivor Alexander Jorge married to Ms. Rochell Anna Albuquerque and 3. Ms. Christine Ruth Jorge married to Mr. Ryan Anthony Hipolito De Menezes.

**AND WHEREAS** M/s. Boa Casa DEVELOPERS LLP could not completed the construction as per the terms of the Agreement for Sale cum Development and Construction dated 19/11/2010 and Addendum to Agreement for Sale cum Development and Construction dated 19/11/2010 executed on 29/11/2013.

**AND WHEREAS** Mr. Erol Christopher Jorge & others, the Owners herein and M/s. Boa Casa DEVELOPERS LLP have mutually agreed and M/s. Boa Casa DEVELOPERS LLP have passed a resolution dated 22/05/2016 to cancel and rescind the Agreement for Sale cum Development and Construction dated 19/11/2010 and Addendum to Agreement for Sale cum Development and Construction dated 19/11/2010 executed on 29/11/2013 vide Agreement of Cancellation dated 29/06/2016 upon granting compensation in full and final settlement to M/s. Boa Casa DEVELOPERS LLP in kind by M/s. Mohidin Properties and Holdings at the instance and consent of the Owners.

**AND WHEREAS** Mr. Erol Christopher Jorge & others, the Owners herein, approached the PROMOTER, M/s. Mohidin Properties and Holdings with a proposal to develop and sell the said property and the PROMOTER, M/s. Mohidin Properties and Holdings has agreed to develop the said property mentioned in Schedule I.

**AND WHEREAS** Mr. Erol Chirtopher Jorge, Mrs. ElanePracy De Souza, Mr. Ivor Alexander Jorge, Mrs. Rochell Anna Albuquerque, Mrs. Christine Ruth Jorge and Mr. Ryan Anthony Hipolito de Menezes, the Owners herein executed an Agreement for Development cum Sale dated 29/06/2016 with Mr. Avez Azim Shaikh, Proprietor of M/s. Mohidin Properties and Holdings, which agreement is registered under Book-1 Document, Registration Number MOR-BK1-01205-2016 CD Number MORD14 on date 01/07/2016 for the development and sale of the said property mentioned in Schedule 1 on the terms and conditions mentioned in the said Agreement. Subsequently, Mr. Erol Chirtopher Jorge, Mrs. Elane Pracy De Souza, Mr. Ivor Alexander Jorge, Mrs. Rochell Anna Albuquerque, Mrs. Christine Ruth Jorge and Mr. Ryan Anthony Hipolito de Menezes, the Owners herein executed an Addendum to Agreement for Development cum Sale dated

19/10/2017 with Mr. Avez Azim Shaikh, Proprietor of M/s. Mohidin Properties and Holdings, which agreement is registered under Book-1 Document, Registration Number MOR-BK1-01721-2017 CD Number MORD24 on date 20/10/2017 for the development and sale of the said property mentioned in Schedule 1.

AND WHEREAS the PROMOTER are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the OWNERS/PROMOTER is in possession of the project land;

AND WHEREAS the PROMOTER has drawn up plans for a development scheme, comprising of a multi storied building project named as "MOHIDIN'S REGINA" to be constructed specifically on the said property described in Schedule I, consisting of 60 apartments for residential use having 1 stilt and 5 upper floors. This development scheme has received the approval of the Mormugao Planning and Development Authority vide its Development Order under Ref. No. MPDA/1-J-32/2016-17/611 dated 17/08/2016 and Construction Licence under No. 31/2016 issued by Mormugao Municipal Council dated 19/01/2017.

AND WHEREAS the ALLOTTEE herein has approached the PROMOTER to purchase a flat identified as **Apartment No. \_\_\_\_\_, having a super built up area of \_\_\_\_\_** or thereabouts, located on the \_\_\_\_\_ **floor** (herein after referred to as the said "Apartment"), of the building known as "MOHIDIN'S REGINA"(herein after referred to as the said "Building") 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 as Annexure "A" 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** by virtue of the Development Agreement/Power of Attorney the PROMOTER has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the PROMOTER on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** the PROMOTER 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/s is/are 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 and specifications of the Apartment agreed to be purchased by the ALLOTTEE, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

**AND WHEREAS** the PROMOTER has got the approvals from the concerned competent authority(s) to the plans, the specifications, elevations and 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 wing ..... situated in the building No. .... being constructed in the ..... phase of 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 building/s consisting of 1 stilt and 5 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/S 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 Price above excludes Taxes (consisting of tax paid or payable by the PROMOTER by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTER) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/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 payment of installments payable by the ALLOTTEE on such terms and conditions as the parties mutually agree the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an 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 VENDORS alone without any rebate to the ALLOTTEE/S. 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 VENDORS and its shall be available to the VENDORS only and the ALLOTTEE/S shall not have any claim thereto and consequently proportionate undivided share in the said plot of land to be owned by the ALLOTTEE/S 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 instalments, the PROMOTER shall at his own option, may terminate this Agreement: Provided that, PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER) within a period of sixty days of the termination, the instalments 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 agree(s) to pay the maintenance charges as determined by the PROMOTER or association of allottees, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

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 ALLOTTEE'S share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEE'S 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/S 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 tenable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or



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 byelaws 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 out-goings in accordance with the terms of this Agreement.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the Apartment along with the proportionate indivisible/ 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.

#### 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 may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### 25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if

sent to the ALLOTTEE or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of ALLOTTEE  
 (ALLOTTEE'S Address)  
 Notified Email ID: .....  
 M/s PROMOTER name  
 (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 the property)**

All that property being the southern half (Plot A) of the rustic property denominated "Fagrulem" commonly known as "Gina" situated at Vaddem (currently Municipal Ward No. 25), Vasco da Gama, described in the Land Registration Office of Salcete at No. 18289 new series enrolled in the Taluka Revenue Office under No.133 (Matriz) presently surveyed in the City Survey Office of Vasco da Gama, under Chalta No.124 of P.T. Sheet No.142, under S1 zone, admeasuring an area of 3445.00 sq.mtrs and bounded as under:

On the North: by the other half of the property

On the South: by property of heirs of Caetano Francis Xavier

On the East: by a trench/rivulet

On the West” by Hilltop/mountain peak, now Goa Housing Board.

The property as the present survey plan is bounded as under:

On the North: by property bearing Chalta No.8 of P.T. Sheet No.142

On the South: by property bearing Chalta No.1 of P.T. Sheet No.98

On the East: by property bearing Chalta No.125 P.T. Sheet No.142

On the West: by property bearing Chalta No.1 P.T. Sheet No.146.

### SCHEDULE II

All that Apartment identified as **Apartment No. \_\_\_\_\_**, **having a super built up area of \_\_\_\_\_** or thereabouts, located on the \_\_\_\_\_ **floor** of the building known as “\_\_\_\_\_”, which apartment is described in Schedule II, to be constructed on the said property more specifically described in Schedule I and bounded as under:

North:

South:

East:

West:

### SCHEDULE- III

(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 apartment	
10	On Completion of Internal Masonry, internal & external plaster of apartment	
11	On Completion in all respects and handing over possession of apartment	
	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 aldorp, 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).

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 apartment shall be provided as per list below. Points listed are provided as per the PROMOTER'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 VENDORS)

#### 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 apartment 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 Indoor game area, Multipurpose hall, Earthquake resistant structure & Back up Genset for common areas will be provided in the complex.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the date, month and year first hereinabove written in the presence of attesting witnesses.



**SIGNED & DELIVERED BY**

The within named **“PROMOTER” &**

**“OWNERS”**

**MR. AVEZ AZIM SHAIKH**

Proprietor of M/S. **MOHIDIN PROPERTIES AND HOLDINGS**

**and as Power Of Attorney Holder**

**For the Owners** \_\_\_\_\_

**SIGNED & DELIVERED BY**

The within named **“ALLOTTEE”**

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

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

**Witnesses:**

1.

2.

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/s.

By order and in the name of the Governor of Goa.

J. ASHOK KUMAR, IAS, Director & ex officio Addl. Secretary (Urban Development).

Panaji, 23rd November, 2017.