

DRAFT AGREEMENT FOR SALE

This AGREEMENT OF SALE is made on this ___th day of the month of _____, 201__, at Mapusa, Sub District of Bardez Taluka, District of North Goa, state of Goa;

BETWEEN;

M/s JEWEL CORPORATION, a Partnership Firm ,having of Pan Card bearing No.AAEFJ8457E having office at Shop No.1 & 2,Jewel Heights, Opp. Mapusa Court Garden, Altinho, Mapusa, represented by its Managing Partner;

MR. JOSEPH T D'SOUZA, aged 63 years, married, son of Bernard D'Souza, Business, Indian National, Pan Card No.AHKPD2717L resident of 1 & 2, Eden Garden Apts., Damadem, Tivim, Bardez, Goa, and **MRS.LEENA D'SOUZA**, aged 54 years, w/o Joseph T D'Souza, Business ,Indian National, married, Pan Card No. AHKPD5968B resident of 1 & 2,Eden Garden Apts., Damadem, Tivim, Bardez, Goa represented by her duly constituted Power of Attorney Holder Mr. Joseph T. D'Souza , vide Power of Attorney executed before the Notary N.C. Goankar registered under No.1125/2018 dt.17/10/18 atMapusa, Bardez, Goa hereafter called the **PROMOTER/DEVELOPER** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor in title, administrators, executors, legal representatives and assigns) of the **ONE PART**.

AND

MR._____, aged ___ years, son of Mr. _____, holder of Pan Card bearing No. _____, Indian National, Marital status_____, Occupation_____ resident of _____. Hereinafter called the "**ALLOTTEE/PURCHASER**" (which expression shall include his heirs, executors and assignees) AS THE PARTY OF THE **SECOND PART**.

AND

MRS.LOURDINA FERNANDES ALIAS LOURDINHA FERNANDES, aged 68 years, wife of Late Paul D'Cruz Fernandes alias Thomas Fernandes alias Paulo Fernandes alias Paulo Da Cruz Jose Fernandes, house widow having PAN CARD No.ABYPF0126D and resident of 305,Luv Apartments, Veera Dessai Road, Andheri(West),Mumbai -400058(hereinafter called the **OWNERS/CONFIRMING PARTY**) of the **THIRD PART**.

WHEREAS by an Agreement for Sale cum exchange dated 16th day of August 2012 and Power of Attorney dated 16th August 2012 executed between MRS.LOURDINA FERNANDES ALIAS LOURDINHA FERNANDES (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter, development rights to the piece or parcel of freehold land lying and being at Village Aldona in the Registration Sub-District of Bardez admeasuring 1000 sq. mtrs. , or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement//Power of Attorney;

WHEREAS, the Owner is represented in this Agreement by their Lawful Attorney the Promoter/Developer represented by its Managing Partner Mr. Joseph Thomas D'Souza, by virtue of Power of Attorney dated 16/8/2012, executed before the Notary Mr. S.S. Petkar at Mapusa, under No. 17269/2012; AND WHEREAS the Promoters are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above

WHEREAS there exists an immovable property known as "COIRUTA" in which there exists a room of masonry stones situated in the ward of Coiruta of the Village Panchayat of Aldona, Taluka and Registration Sub- District of Bardez, District of North Goa and state of Goa totally admeasuring 1000 sq.mtrs and the same is surveyed under Survey no 351/2 of Village Aldona Survey records.

WHEREAS the original Property belonged to Paul D'Cruz Fernandes alias Thomas Fernandes alias Paulo Da Cruz Jose Fernandes who expired in 18/11/1993 at Dubai.

AND WHEREAS the vendor on demise of her husband Paul D'Cruz Fernandes alias Thomas Fernandes alias Paulo Da Cruz Jose Fernandes initiated Inventory Proceedings no.147/2000/A. In the said Inventory Proceedings the property referred herein above was the only property enlisted.

AND WHEREAS on conclusion of the said Inventory Proceedings, aforesaid property was exclusively allotted in favour of the Vendor/Owner.

AND WHEREAS, pursuant of the said Inventory Proceedings the vendor/Owner is the exclusive owner in possession of the said property surveyed under No. 351/2 of Village Aldona record and totally admeasuring 1000 sq.mtrs without any interference, objection or obstruction from anyone whomsoever.

AND WHEREAS the Vendor/Owner have decided to sell the aforesaid property entirely surveyed no 351/2 of Village Aldona of Survey records by putting up construction of multi-storeyed building in the said Plot/property.

The said MRS.LOURDINA FERNANDES ALIAS LOURDINHA FERNANDES entered into agreement of sale cum development/Construction cum Exchange dated 16/08/2012 for the above mentioned property in favour of M/s JEWEL CORPORATION, a duly registered partnership firm having office at "Jewel heights" Altinho, Mapusa, Bardez, Goa.

AND WHEREAS the above mentioned property bearing Survey no 351/2 admeasuring 1000 sq. mtrs, more particularly described in Schedule I hereunder written and hereinafter referred to as "THE SAID PROPERTY".

The Promoter/Developer are constructing on a portion of the SAID PROPERTY, building a project which shall be known as and hereinafter be referred to as "JEWEL MARIGOLD".

AND WHEREAS the Promoter/Developer have obtained Sanad for conversion Sanad No. 4/106/CNV/AC-III/2017/73 dt. 18/01/18 issued by the Collector of North Goa at Panaji.

AND WHEREAS the Promoter/Developer have also obtained development permission from the Town and Country Planning Department having Technical Clearance Order No.TPB/3030/ALD/TCP-17/973 dt 10/04/17

AND WHEREAS the Village Panchayat of Aldona has granted license for development of the said property by Construction licence VP Aldona: VPA/P-25/500/17-1 dt. 25/05/2017

AND WHEREAS the Allottee/Purchaser has approached the PROMOTER/DEVELOPER expressing his/her willingness to bear the cost of construction and acquire an apartment/apartment more particularly identified in Schedule II hereunder written and hereinafter also referred to as the SAID APARTMENT.

AND WHEREAS the Promoter/Developers are entitled and authorized to construct buildings on the project land in accordance with the recitals herein above.

AND WHEREAS the promoter is in possession of the project land.

AND WHEREAS the promoter has proposed to construct on the project land a building having stilt +2 Flats (ground Floor) + upper ground floor +first floor.

AND WHEREAS the Allottee has agreed to purchase an Apartment bearing number.....on the.....floor (herein after referred to as the said "Apartment") in the Building called "JEWEL MARIGOLD" (herein referred to as the said "Building") being constructed in the said Jewel Marigold by the Promoter.

AND WHEREAS The Allottee/Purchaser has approached the Promoter/Developer, to acquire an apartment, identified as **Apartment No.____**, admeasuring carpet area of ___ sq mts and for information its corresponding built up area ___ **sq. mts**, located on the ___ **Floor** ___ of "**JEWEL MARIGOLD**" which Apartment is described in detail in Schedule No. II hereafter written and shall be referred to as the "**SAID APARTMENT**".

AND WHEREAS the Promoter/Developer 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/Developer 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/Developer has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Developer 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/Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter/Developer on the project land and to enter into Agreement/s with the Allottee/purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS on demand from the Allottee/Purchaser, the Promoter/Developer has given inspection and copies to the Allottee/Purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter/Developer's Architects Messrs.' .Ulysis, Panaji, Goa. 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 there under; and the Allottee has acknowledged the receipt of the same.

AND WHEREAS the Promoter/Developer has agreed to construct and allot the SAID APARTMENT including a stilt car park/car park to the Allottee/Purchaser for a consideration of **Rs._____-/- (Rupees _____ Only)** which consideration includes the cost of corresponding undivided share in the land and subject to the further terms and conditions hereafter appearing.

The Allottee/Purchaser has agreed to pay the above said sum of **Rs._____-/- (Rupees _____ Only)** in the manner stipulated in Schedule IV hereafter written and has also agreed to abide by the other terms and conditions stipulated hereafter.

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter/Developer, or any other relevant revenue record showing the nature of the title of the Promoter/Developer 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/Developer 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/Purchaser, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the Promoter/Developer has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer 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/Purchaser has approached the Promoter/Developer for purchase of an Apartment No. on.....floor situated in the building JEWEL MARIGOLD being constructed in the said Jewel Marigold Project.

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Rera 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/Purchaser has paid to the Promoter/Developer 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/Developer both hereby admit and acknowledge) and the Allottee/Purchaser has agreed to pay to the Promoter/Developer the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter/Developer 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/Developer is required to execute a written Agreement for sale of said Apartment with the Allottee/Purchaser, 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/Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Apartment and the stilt parking/car parking.

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

1. The Promoter/Developer shall construct the said building consisting of a single building having still + 2 Flats (Ground Floor)+ upper ground floor + first floor 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/Developer shall have to obtain prior consent in writing of the Allottee/purchaser in respect of variations or modifications which may adversely affect the Apartment of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser Apartment No. of the type of carpet area admeasuring sq. Metres. The apartment shall also have an exclusive carpet area of balcony ofsq.mts with an exclusive terrace area..... sq mts 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 of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser covered parking bearing_____ situated at ___ stillt and/or Nos _____ being constructed in the layout for the consideration of Rs. _____

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

1(c) The Allottee/Purchaser has paid on or before execution of this agreement a sum of Rs. (Rupees _____ only) (not exceeding 10% of total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter/Developer the balance amount of Rupees _____ in the following manner:

i. Amount of Rs. _____ /- (not exceeding 30% of the total consideration) to be paid to the Promoter/Developer after the execution of Agreement.

ii. Amount of Rs. _____ /- (not exceeding 45% of the total consideration) to be paid to the Promoter/Developer on completion of the Plinth of the building in which the said Apartment is located or on _____ whichever is earlier.

iii. Amount of Rs. _____ /- (not exceeding 70% of the total consideration) to be paid to the Promoter/Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located on _____ whichever is earlier.

iv. Amount of Rs. _____ /- (not exceeding 75% of the total consideration) to be paid to the Promoter/Developer on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs. _____ /- (not exceeding 80% of the total consideration) to be paid to the Promoter/Developer on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs./- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter/Developer on completion of the external plumbing

and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs./- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee/purchaser on or after receipt of occupancy certificate or completion certificate

OR

As per the mode of payment as mutually agreed between the parties as attached annexure or any other schedule of payment agreed mutually.

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/Developer) up to the date of handing over the possession of the 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer 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/Purchaser, which shall only be applicable on subsequent payments.

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

(f) (i) Any taxes, charges or outgoings levied by the Village Panchayat /Municipality or any other competent authority exclusively pertaining to the SAID APARTMENT shall be borne by the Allottee/Purchaser, from the date of Occupancy Certificate, irrespective of whether the Allottee/Purchaser has/have taken the possession of the SAID APARTMENT or not.

(f) (ii) The Allottee/Purchaser and the Promoter/Developer shall adhere to Real Estate (Regulation and Development) Act 2016.

1(g) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted

to Allottee/Purchaser, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. 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/Purchaser authorizes the Promoter/Developer 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/Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

2.1 The Promoter/Developer 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/Purchaser, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Allottee/Purchasers have paid all the consideration and other sums due and payable to the Promoter/Developers as per the agreement Similarly, the Allottee/Purchaser shall make timely payments of the instalment 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/Developer, as provided in clause 1(c) herein above ("Payment Plan").

3. The Promoter/Developer hereby declares that the Floor Area Ratio available as on date in respect of the project land is 600(60%) square meters only and Promoter/Developer has planned to utilize Floor area ratio of 59.93% 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/Developer has disclosed the Floor Space Index of 59.93 as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the

Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developer only.

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

4.2 Without prejudice to the right of Promoter/Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser 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/Purchaser committing three defaults of payment of instalments, the Promoter/Developer shall at his own option, may terminate this Agreement: Provided that, Promoter/Developer shall give notice of fifteen days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Promoter/Developer within the period of notice then at the end of such notice period, Promoter/Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/Developer) 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/Purchaser to the Promoter/Developer and the Promoter/Developer shall not be liable to pay to the Allottee/Purchaser 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 or price range (if unbranded) to be provided by the Promoter/Developer in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter/Developer shall give possession of the Apartment to the Allottee/Purchaser on or before 31st day of December 2020. If the Promoter/Developer fails or neglects to give possession of the Apartment to the Allottee/Purchaser of account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser 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/Developer received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter/Developer 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.

(iii) Any notice, order, Decree, Judgment, PIL filed by person/s, environmental protestors, NGO, rule, notification of the Government or Court or any other competent authorities including the Collector, Mamlatdar, Administrative Tribunal, and the Planning Authorities delays due to changes in any laws or changes in the official planning approval and completion certifications/procedures/requirements or delays in issue of occupancy and other completion certificates by the concerned authorities or due to delays in sanction of electricity/installation of transformer and water and sewage connection to the said Apartment.

7.1 Procedure for taking possession.— The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/Purchaser in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter/Developer shall give possession of the Apartment to the Allottee/Purchaser. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The

Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Promoter/Developer or association of Allottee/Purchasers, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/Purchaser shall take possession of the Apartment within 15 days of the written notice from the Promoter/Developer to the Allottee/Purchaser intimating that the said Apartments are ready for use and occupancy

7.3 Failure of Allottee/Purchaser to take Possession of Apartment upon receiving a written intimation from the Promoter/Developer as per clause 7.1, the Allottee/Purchaser shall take possession of the Apartment from the Promoter/Developer by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter/Developer shall give possession of the Apartment to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.2, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the 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/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter/Developer any structural defect in the Apartment or the building in which the Apartment 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/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the Act. In case the Allotees 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/Developer shall not be liable to rectify or pay compensation. But the Promoter/Developer 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/Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the stilt parking or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/Purchaser along with other Allottee/Purchaser(s)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/Developer 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/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchaser, so as to enable the Promoter/Developer to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1.a. The Allottee/Purchaser agree/s to pay to the Promoter/Developer on taking possession of the said apartment:-

Rs._____ shall be paid to the Promoter/Developer towards the payment of common expenses like lift, common electricity, common water charges, sweeper's salary staircase etc. for a period of 2 years from the time of delivery of possession of the said Apartment. The said charge is calculated at the rate of Rs.20/- per sq.mts. of carpet area per month of the said apartment. After the period of 2 years are over, the Entity/Society/Association can maintain the said common areas such as repairs and maintenance of roads, common lights, security, compound wall, pumps, repairs of drainage system, gardens, etc. In case the said amount is not sufficient the Allottee/Purchaser shall contribute further sums that may become necessary for the maintenance or upgrading of the facilities. The Allottee/Purchaser shall not claim exemption/ rebate/ Reduction of the said "expenditure" on the grounds Of non-use of the apartment by the Allottee/Purchaser of these common facilities, utilities etc. or on the grounds of non-occupancy of the Apartment by the Allottee/Purchaser for any length of time. After the period of 2 years, the Entity/Society/Association could request the Promoter/Developer subject to prompt contribution by all the Allottee/Purchaser, to continue to manage and maintain the project. But it will be the sole decision of the Promoter/Developer whether to continue or not to continue to manage and maintain the Project. The deposit paid by the Allottee/Purchaser to the aforesaid clause will not include internal maintenance of the individual Apartment by the Promoter/Developer.

It is agreed that the non-payment or default in payment of outgoings on time by Allottee/Purchaser shall be regarded as the default on the part of the Allottee/Purchaser and shall entitle the Promoter/Developer to charge interest on the dues, in accordance with the terms and conditions contained herein.

The Allottee/Purchaser shall not claim exemption/ rebate/ Reduction of the said "expenditure" on the grounds Of non-use of the apartment by the Allottee/Purchaser of these common facilities, utilities etc. or on the grounds of non-occupancy of the Apartment by the Allottee/Purchaser for any length of time.

If the Promoter/Developer and/or the Entity/Society/Association are of the opinion that the amount fixed herein above will not be sufficient for proper maintenance of JEWEL MARIGOLD, the Promoter/Developer and/or the Entity/Society/Association are authorized to increase the aforesaid deposit with prior intimation to the Allottee/Purchaser and the Allottee/Purchaser shall pay the same within 15 days from the date of such intimation.

The Allottee/Purchaser alternatively also has an option as mentioned below in clause 9.2:

9.2 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, bill collectors, chowkidars, 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 building/s or wings 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 contribution of Rs 20/- per sq. mtr. Of carpet area per month of the said apartment 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.

It is agreed that the non-payment or default in payment of outgoings on time by Allottee/Purchaser shall be regarded as the default on the part of the Allottee/Purchaser and shall entitle the Promoter/Developer to charge interest on the dues, in accordance with the terms and conditions contained herein.

The Allottee/Purchaser shall not claim exemption/ rebate/ Reduction of the said "expenditure" on the grounds Of non-use of the apartment by the Allottee/Purchaser of these common facilities, utilities etc. or on the grounds of non-occupancy of the Apartment by the Allottee/Purchaser for any length of time.

9.3 The Allottee/Purchaser hereby further agrees that they shall at the time of delivery of possession of the said Apartment advance Rs.500/- per square meter of carpet area of Apartment towards "RESERVED MAINTAINANCE FUND"/"SINKING FUND/CORPUS FUND". This fund will be transferred to the Entity/ Society/Association once it is formed.

10. The Allottee/Purchaser shall on or before delivery of possession of the said apartment keep deposited with the Promoter/Developer, the following amounts:–

(i)Rs. 500/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.

(ii)Rs.5000/- for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. _____(As Applicable) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs 20/- per sq mtr of carpet area per month for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body and will be collected for 2 years upon completion of the project.

(v) Rs 7000/- For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs 35000/- for deposits of electrical receiving, transformer and Sub-Station provided in Layout

(vii) Rs 10000/- as legal charges for agreement of sale.

(viii) Rs. 200/- per sq mrt as infrastructure Tax.

(ix) Rs 500 per sq. mtr. of carpet area as Corpus/Sinking fund in respect of the Society or Limited Company/Federation/Apex Body.

(x) Rs..... (As applicable) as Stamp Duty and Registration Charges.

11. The Allottee/Purchaser shall pay to the Promoter/Developer a sum of Rs. 4000/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter/Developer 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 of the structure of the building of the building, the Allottee/Purchaser shall pay to the Promoter/Developer, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance 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 of the project land, the Allottee/Purchaser shall pay to the Promoter/Developer, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance 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/DEVELOPER

The Promoter/Developer hereby represents and warrants to the Allottee/Purchaser as follows:–

i. The Promoter/Developer 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/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.

vi. The Promoter/Developer 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/Purchaser created herein, may prejudicially be affected.

vii. The Promoter/Developer 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/Purchaser under this Agreement.

viii. The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers.

x. The Promoter/Developer 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/Developer in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter/Developer as follows: –

(i) To maintain the Apartment at the Allottee/Purchaser'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 bye-laws 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, 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/Purchaser in this behalf, the Allottee/Purchaser 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/Developer to the Allottee/Purchaser 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the

consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter/Developer 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/Developer within fifteen days of demand by the Promoter/Developer, 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/Purchaser for any purposes other than for purpose for which it is sold.

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

(x) The Allottee/Purchaser 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/Purchaser 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/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative 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/Purchaser shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Promoter/Developer until sold/allotted.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the said 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/Purchaser who has taken or agreed to take such Apartment.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchaser until, firstly, the Allottee/Purchaser 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/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as

and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser 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 / PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers 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 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/Purchaser has to make any payment, in common with other Allottee/Purchaser(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 allottee/Purchasers.

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/Developer through its authorized signatory at the Promoter/Developer’s Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer 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/Purchaser and/or Promoter/Developer 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/Developer will attend such office and admit execution thereof.

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

Name of Allottee/Purchaser
(Allottee/Purchaser’s Address)
Notified Email ID:

M/S JEWEL CORPORATION
Jewel Heights, Shop no 1 & 2,Opp. Mapusa Court Garden,Altinho, Mapusa, Goa.
jewelacropolis@yahoo.com

It shall be the duty of the Allottee/Purchaser and the Promoter/Developer 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/Developer or the Allottee/Purchaser, as the case may be.

28. JOINT ALLOTTEE/PURCHASERS

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

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

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.

The possession of the said Apartment has not been handed over to the ALLOTTEE and the same shall be handed over after execution of appropriate document.

The Executants declare that the subject matter of this agreement does not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribe.

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

SCHEDULE-1

A landed property known as "COIRUTA" in which there exists a room of masonry stones situated in the ward of Coiruta of the Village Panchayat of Aldona, Taluka and registration Sub district of North Goa state of Goa totally admeasuring 1000 sq.mtrs and the same is surveyed under Survey no 351/2 of Village of Aldona, Survey records and the same is bounded as under.

East: By Property under survey no 351/3

West: By Property under survey no 351/1

North: By Public Road

South: By Public Road

SCHEDULE NO.II

(DESCRIPTION OF THE SAID APARTMENT)

Apartment No.____, having carpet area of ___ sq mtrs and its corresponding built up area admeasuring ___ sq. mtrs (built up area includes the proportionate incidence of common areas such as staircase/s, lifts and any other common areas etc.) on the ___ Floor, _____ of "JEWEL MARIGOLD". The SAID APARTMENT is shown delineated in red boundary line in the plan annexed.

SCHEDULE NO. III

The sum total of the amounts payable by the Allottee/Purchaser to the PROMOTER/DEVELOPER towards the purchase of the said Apartment No.____ on ___ Floor in Block __ along with car park slot No.__ is Rs._____/ - (Rupees _____ Only) .All payments shall be net of Bank/transfer charges and as per the following schedule of payments.

SCHEDULE OF PAYMENT IV

- i. Amount of Rs. _____ /- (not exceeding 30% of the total consideration) to be paid to the Promoter/Developer after the execution of Agreement.
- ii. Amount of Rs. _____ /- (not exceeding 45% of the total consideration) to be paid to the Promoter/Developer on completion of the Plinth of the building in which the said Apartment is located or on _____ whichever is earlier.
- iii. Amount of Rs. _____ /- (not exceeding 70% of the total consideration) to be paid to the Promoter/Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located on _____ whichever is earlier.

iv. Amount of Rs. _____ /- (not exceeding 75% of the total consideration) to be paid to the Promoter/Developer on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs. _____ /- (not exceeding 80% of the total consideration) to be paid to the Promoter/Developer on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs./- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter/Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs./- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee/Purchaser on or after receipt of occupancy certificate or completion certificate.

Installment	Description	%	Rupees
1.	On Booking Amount	10%	
2	On signing of Agreement	30%	
3.	On completion of Plinth of the said block	10%	
4.	On completion of second floor slab of the said Block	10%	
5.	On completion of roof slab of the said Block	10%	
6.	On completion of Masonry of the apartment	10%	
7.	On commencement of Tiling/flooring of the apartment	15%	
8.	On Handover of the apartment	5%	

OR

As per the mode of payment as mutually agreed between the parties as attached annexure or any other mode of payment mutually agreed by the Promoter and the Allottee

SCHEDULE V
(SPECIFICATIONS OF THE SAID APARTMENT)

(Standard Specifications of the said Apartment)

LIVING ROOM/BEDROOMS	
Floor	2 ft * 2 Ft Vitrified Tiles
Walls	Oil Bound Distemper
Ceiling	Oil Bound Distemper
KITCHEN	
Floor	Vitrified Tiles
Walls	Ceramic tiles upto 2' above counter & Oil Bound Distemper
Ceiling	Oil Bound Distemper
Counter	Granite
Fitting/Fixtures	Conventional Cp Fittings Single bowl SS Sink
BALCONY	
Floor	Vitrified tiles
Ceiling	Oil Bound Distemper
TOILETS/BATHROOM	
Floor	Anti skid Ceramic Tiles
Walls	Ceiling Touch designer Tiles
Ceiling	White colour
Fitting/Fixtures	Cisterns, faucets and washbasins will be of ceramic of Jaguar/Or its equivalent with White as the base colour.
Sanitary Fitting	Concealed Plumbing Floor mounted English Toilets with Flush Tanks
DOORS	
Internal Doors	Flush Doors
Entrance Door	Teak Wood polished doors
Door Frames	White Salwood
Bathroom Doors	PVC Doors
WINDOWS	Powder coated, aluminium sliding Windows
ELECTRICAL	3 Phase connection Wiring : Multi-strand, fire resistant and double

	<p>insulated and concealed. Modular type switches & sockets, copper wiring in conduit Fittings like fixtures, gysers, appliances etc not provided.</p>
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BASIC STRUCTURE SPECIFICATIONS	
STRUCTURE	RCC beams & Columns
Plaster	<p>External plaster: double coat sand faced cement plaster. Internal plaster : single coat with second coat of neeru.</p>
Water Supply	<p>Through P.V.C. pipes down take from an overhead storage common tank and ground level suction common tank of adequate capacity fed by main Govt. supply augmented and when necessary by water tankers to be paid for by the Entity/Society/Association. Water supply from the state Public Works Dept. subject to their supply and the terms and condition thereof.</p>
Electricity	<p>Electrical supply from state electrical dept. and subject to their supply and terms and condition thereof. The specification of any other item/s which remains undescribed in the specification herein above shall be decided by the Promoter/Developer exclusively.</p>
Waterproofing	<p>A layer of waterproofing compound shall be applied to the roof slab. Roof top will be covered with tata sheets</p> <p>The roofs and toilets (where provided) will be waterproofed. In case of a leakage, the same will be rectified, as under warranty in case any painting is required, only touch up will be done - Variation in the shade of paint is expected and will be accepted. Any breaking, tampering to the structure, services and existing finishes will render all warranties null and void</p>
Water Tanks	A common underground sump with a common

	electric pump and a common overhead tank will be provided.
Exterior paint(Building)	Cement based paint
Basic fittings	Handles/Bolts & hinges -brass

General:

The ALLOTTEE shall obtain their electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the ALLOTTEE.

IN WITNESS WHEREOF this Agreement is signed by the parties at Mapusa, Goa, on the day, Month and year first above written in presence of two attesting witnesses.

SIGNED AND SEALED AND DELIVERED
 BY THE WITH NAMED **PROMOTER/DEVELOPER**
M/S JEWEL CORPORATION
 REPRESENTED BY ITS MANAGING PARTNER
MR. JOSEPH T D'SOUZA

(MR. JOSEPH T D'SOUZA)

L H F I

R H F I

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND SEALED AND DELIVERED
BY THE WITH NAMED **OWNERS 1 & 2**
REPRESENTED BY their Attorney
MR. JOSEPH T D'SOUZA

(MR. JOSEPH T D'SOUZA)

L H F I

R H F I

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED, SEALED AND DELIVERED
BY THE WITH NAMED **ALLOTTEE/PURCHASER**
REPRESENTED BY ATTORNEY

(_____)

L H F I

R H F I

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

IN THE PRESENCE OF WITNESSES

1. _____

2. _____