

To,

Edcon Real Estate Developers

Fifth Floor, Siddharth Bandodkar Bhavan

Dr. P. Shirgaokar Road, Panaji

Goa-403001

Subject: Application for provisional Booking.

Dear Sir,

I/We request you to provisionally book the unit in your upcoming/ongoing project _____ for a total consideration of Rs. _____ (Rupees _____ only) on the following Payment Plan.

Unit Details:

- ☐ Unit type:
- ☐ Unit number:
- ☐ Unit Area:
- ☐ Floor:

I/We hereby remit a sum of Rs. _____ (Rupees _____ only) by Bank Draft/Cheque No./ UTR No. _____ dated _____ drawn on _____ as booking amount

In the event that Edcon Real Estate Developers (hereafter called the "Firm") book the said unit, I/We agree to pay instalments of consideration with applicable GST and, all other dues, taxes, levies, charges as stipulated in this application form as per the Payment Plan explained to me by the Firm and understood by me/us.

Payment plan opted for:

- ☐ CLP
- ☐ Down Payment
- ☐ Flexi Plan

My/our particulars given below for your reference and records:

1. SOLE OR FIRST APPLICANT

Mr/Mrs/Ms.

Son/Wife/Daughter of

Date of birth: Profession:

Nationality:

Residential Status:

☐ Resident

☐ Non – resident

☐ Foreign national of Indian Origin

PAN No.

Permanent Address:

Correspondence Address:

Telephone No: Mobile No: Fax No:

E-Mail ID :

Name of Office, Designation & Address:

Office Phone No: Official E-mail ID:

2. SECOND APPLICANT/S (CO- APPLICANT/S)(additional space will be provided in case of more than one co-applicant)

Mr/Mrs/Ms.

Son/Wife/Daughter of

Date of birth: Profession:

Nationality:

Residential Status:

☐ Resident

☐ Non – resident

☐ Foreign national of Indian Origin

PAN No.

Permanent Address:

Correspondence Address:

Telephone No: Mobile No: Fax No:

Signature of the First Applicant

Signature of the Co- Applicant

Photograph

Photograph

E-Mail ID :
Name of Office, Designation & Address:
.....
Office Phone No: Official E-mail ID:
Relation with First Applicant:

**UNDERTAKING BY THE APPLICANT AND TERMS & CONDITIONS GOVERNING
THE APPLICATION:**

1. I/We undertake that I/We have clearly understood that the application does not constitute an Agreement for Sale and that I/we do not become entitled to the provisional and/ or final allotment of a Unit notwithstanding the fact that the Firm has issued a receipt in acknowledgement of the money tendered with this application. It is only after signing and execution of the Agreement of Sale on the Firm's standard format agreeing to abide by the terms and conditions laid down therein, that the purchase shall become final and binding.
2. I/we acknowledge that the Firm has provided all the information and clarifications as sought by me/ us and I/we are satisfied with the same. I/ we have relied on my/ our own judgement and conducted necessary inquiries before deciding to apply for provisional booking of the said Unit, and have not relied upon nor were influenced by any architects(s) plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether oral or written, made by the Firm or any selling agents/ brokers or otherwise. I/ we understand that this application is complete and self-contained in all respects and no oral or any written representation or statement shall be considered constituting part of the application.
3. I/we do hereby agree to abide by all the terms and conditions, including those relating to payment of consideration for agreement of sale and other taxes, charges, levies, dues, forfeiture of money as laid down herein.
4. I/We undertake to sign and execute the Agreement for Sale as per the firm's standard format within a period of 30 days from the date of this application, failing which the booking amount of Rs. ____ will stand forfeited in favour of Edcon Real Estate Developers.
5. I/We undertake to bear the cost of stamp duty/registration charges and other charges towards the Agreement for Sale.
6. I/We have clearly understood that if no Agreement for Sale as per the firm's standard format is signed and executed by the me/us within a period of 30 days from today then without prejudice the Edcon Real Estate Developers shall be free to sell or dispose off the unit to any third party without any reference to me/us.
7. I/we undertake to pay all other taxes, charges, levies, consideration as described in the attached cost sheet.

Signature of Co-Applicant (s)

The unit is provisionally booked for the applicant, subject to the fulfilment of the terms and conditions by the applicant herein.

The booking towards said unit is rejected

Name

Signature Date.....

1. Project	Type of Unit
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Unit no Floor

2. Total price payable for the Unit Rs

3. Payment Plan

4. payment received vides Cheque/DD/Pay order no/ RTGS UTR No

Dated Drawn on

For Rs (Rupees Only

5. Provisional Booking Receipt No

Dated

6. BOOKING: DIRECT () THROUGH SALES ORGANISER ()

7. Sale organiser's name & signature

8. Any other Remarks

9. Check list for Receiving Officer:

a) Booking amount cheques/ drafts

b) Customer's signature on all pages of the application form

- c) Photographs of the applicant(s)
- d) Pan no & copy of pan card/ undertaking form no 60
- e) For Companies: memorandum & article of association and certified copy of boards resolution.
- f) For Partnership firms : Photocopy of firm registration, partnership deed & resolution.
- g) For foreign nationals of Indian origin: passport photocopy/funds fromNRE/FCNR a/c

Signature of the First Applicant

Signature of Co-Applicant (s)

- h) For NRI: copy of passport & payment through NRE/NRO A/c

- i) For Hindu Undivided Family(HUF) : Authority letter from all co- partners of HUF authorising the karta to act on behalf of HUF.

Sales Organiser

Checked by (accounts)

V.P. (sales)

Signature

Signature

Signature

DEED OF SALE

THIS DEED OF SALE is made and executed at Panaji, Goa, on this ____ day of month _____ in the year _____.

BETWEEN

1. **MR. EDWIN CORTEZ**, son of late Francisco Cortez, 47 years of age, married, service, Indian National, holding Permanent Account Number ABSPC9361M and Aadhar Card under No. 8407 0810 8499 and his wife;
2. **MRS. ANETTE SYLVIA CORTEZ**, wife of Mr. Edwin Cortez, 45 years of age, married, service, Indian National, holding Permanent Account Number ABSPC9361M and Aadhar Card under No. 5786 9574 9330 both resident of H. No. 57, Firguem Bhat, Vaddy, Mercedes, Tiswadi, Goa.
3. **MR. NORMAN MINGUELINO CORTEZ**, son of late Francisco Cortez, 47 years of age, married, service, British National, having OCI Card No. 329690 and holding Permanent Account Number ANYPC8016D and Aadhar Card under No. 8530 6111 7413, residing at 520A Kristen Eden, Ubodando, Santa Cruz, Tiswadi, Goa and his wife;
4. **MRS. LILLIAN CORTEZ** alias **LILLIAN ALISON MARIA CORTEZ**, daughter of Mr. Leandro Alex Soares, 45 years of age, married, service, British National, having OCI Card No. A 268444 and holding Permanent Account Number ANYPC8015A and Aadhar Card under No. _____ residing at 520A Kristen Eden, Ubo dando, Santa Cruz, Tiswadi, Goa
5. **MRS. BERNADETTE TEREZINHA FATIMA CORTEZ**, daughter of late Francisco Cortez, 45 years of age, married, service, Indian National, holding Permanent Account Number AUSPC7716M and Aadhar Card under No. 3674 4817 8738 and her husband;

6. **MR. ESTEVAM FRANCISCO AFONSO**, son of Mr. Vicente Joao TorcatoAfonso, 51 years of age, married, service, Indian National, holding Permanent Account Number ADXPA3547J and Aadhar Card under No. 6104 8886 2765, both residing at Cortez Apartment, G-4, Ubo-dando, Santa Cruz, Tiswadi, Goa.
7. **MS. ROANNE EDEN CORTEZ**, daughter of Mr. Edwin Cortez, 20 years of age, unmarried, student, PAN Card No. ALHPC5458N, Aadhar Card No. 952088898231, residing at H. No. 57, FigueiraBhat, Vaddy, Mercedes, Tiswadi, Goa.

All the above mentioned parties are hereinafter referred to as the **“OWNERS/VENDORS”** (which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their heirs, successors, legal representatives administrators and permitted assigns), of the

FIRST PART.

The **OWNERS/VENDORS** Nos. 1, 2, 3 & 4 are represented herein by their duly constituted Power of Attorney Holder Mr. Edwin T. De Menezes, son of late Mr. Antonio X. Menezes, 47 years of age, married, Civil Engineer, Indian National and residing at H. No. E-464, Corte de Oiteiro, Panaji, Goa, nominated by virtue of a Power of Attorney dated 04/01/2017 duly executed before Notary U. R. Timble at Panaji under registration no. 13/0/2017.

The **OWNERS/ VENDORS** Nos. 5, 6 & 7 are represented herein by their duly constituted Power of Attorney Mr. Edwin T. De Menezes, son of late Mr. Antonio X. Menezes, 47 years of age, married, civil engineer, Indian National and residing at H. No. E-464, Corte de Oiteiro, Panaji, Goa, Aadhar Card No. nominated by virtue of a POA dated 16/01/2017 duly executed before notary U. R. Timble at Panaji under registration no. 151/0/2017.

AND

MR/MRS._____, son of late Mr. _____, _____ years of age, married, _____, having PAN CARD No._____, Aadhaar Card No._____, Indian National, residing at _____, Goa hereinafter referred to as the **“PURCHASER”** (which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include his successors, legal representatives, administrators and permitted assigns) of the **SECOND PART**;

AND

EDCON REAL ESTATE DEVELOPERS, a duly registered partnership firm under the Indian Partnership Act 1932, having its office on the 5th Floor, Siddharth Bhandodkar Bhavan, above Axis Bank, Dr. P. Shirgaonkar Road, Panaji, Goa, holding Permanent Account Number AAAFE7398D, represented herein by its Partners **ENG. EDWIN T. DE MENEZES**, son of late Mr. Antonio X. Menezes, 48 years of age, married, Civil Engineer, Indian National, holding Aadhar Card under No. 7754 5868 7961 and residing at H. No. E-464, Corte de Oiteiro, Panaji, Goa and **ENG. CEDRIC. A. VAZ**, son of Mr. Agostinho D. Vaz, 48 years of age, married, Civil Engineer, residing at T-4, Indira Apartments, Caetano Albuquerque Road, Panaji, Goa, Indian National, holding Aadhar Card under No. 3680 6646 3000, hereinafter referred to as the **“DEVELOPERS/CONFIRMING PARTIES”** (which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their heirs, successors, legal representatives, administrators, transferees and permitted assigns), of the **THIRD PART**.

WHEREAS:

- a. There exists an immovable property known as **“Palmgrove St. Agostinho”** originally comprised of three additions (adiaco) situated in the Village Morambi-O-Grande, Taluka Tiswadi, Sub District of Ilhas, District of North Goa, not described in the Land Registration Records of Ilhas, but enrolled in the Taluka

Revenue Office under Matriz Nos. 120, 121, 122 and 123 and registered in the name of Mr. Domingos Caetano de Oliveira married to Mrs. Fregilda Margarida Conceicao Dias e Oliveira.

- b. By a Deed of Gift with Acceptance dated 27/01/1970 drawn up in the Registration office of Ilhas at Panaji and registered under No. 46 at pages 141 to 145 of Book I Vol. 44 dated 31.1.1970, the said Mrs. Fregilda Margarida Conceicao Dias e Oliveira, widow of Mr. Domingos Caetano de Oliveira gifted the "southern part of second sub-divided plot (adicao) of Palmgrove St. Agostinho" to Mr. Venceslau Filomeno X. De Oliveira.
- c. The said Mr. Venceslau X. De Oliveira expired on 27/08/1993 without any Will or gift and issueless, leaving behind his widow, Mrs. Cecilia Sebastiana de Almeida as his universal heir, which fact is confirmed in the Deed of Succession and Qualification of Heirs dated 28/04/2006 drawn at pages 94 to 95v of Book No. 7 before Notary Ex Officio, Canacona, Goa.
- d. By a Deed of Sale dated 23/01/2008 and duly registered in the Office of the Sub-Registrar of Ilhas under No. 270 at pages 221 to 234 of Book I, volume No.1908 on 24/01/2008, the said Mrs. Cecilia Sebastiana de Almeida e Oliveira sold and conveyed the southern part of second sub-divided plot (adicao) of Palmgrove St. Agostinho admeasuring 3900 sq. mts. in area surveyed under Survey and Sub Division No. 284/1 of Village Morambi-o-Grande, Taluka Tiswadi, to Mr. Edwin Cortez.
- e. After purchasing the southern part of second sub-divided plot (adicao) of Palmgrove St. Agostinho, the said Mr. Edwin Cortez got his name mutated in the occupant's column of survey records Form No. I and XIV of property surveyed under Survey and Sub Division No. 284/1 under Mutation No. 21766 and then

applied to the Dy. Collector and S.D.O of Tiswadi Taluka, for partition and separation of his holding admeasuring 3900 sq.mts.

- f. By an Order dated 26/10/2010 passed by Dy. Collector and S.D.O. of Tiswadi Taluka at Panaji in Partition Case No. LND/PART/79/2010, the southern part of second sub-divided plot (adicao) of Palmgrove St. Agostinho, admeasuring 3900 sq. mts. purchased by said Mr. Edwin Cortez vide Deed of Sale dated 23/01/2008 was partitioned and separated and is presently surveyed under Survey & new Sub Division No. 284/1-A of Village Morambi-o-Grande, Taluka Tiswadi.
- g. The name of Mr. Edwin Cortez is exclusively recorded in the occupant's column of survey records Form No. I and XIV of property surveyed under Survey & new Sub Division No. 284/1-A of Village Morambi-o-Grande, Taluka Tiswadi, and is admeasuring 3900 sq. mts. in area. No name is figuring in other rights, tenant's and cultivator's column. The property surveyed under Survey & new Sub Division No. 284/1-A is more particularly described in SCHEDULE No. I hereunder written and hereafter referred to as the SAID PROPERTY for the sake of brevity.
- h. The said Mr. Edwin Cortez is married to Mrs. Anette Sylvia Cortez without any ante nuptial agreement and hence are governed under the regime of general communion of assets as per the Portuguese Civil Code presently in force in the State of Goa and therefore Mrs. Anette Sylvia Cortez has acquired half right to the SAID PROPERTY owned and possessed by the said Mr. Edwin Cortez.
- i. By three Deeds of Gift all dated 03/01/2017, the said Mr. Edwin Cortez and Mrs. Anette Sylvia Cortez gifted 8.28% undivided share corresponding to 322.89 sq. mts. in the SAID PROPERTY in favour of Miss Roanne Eden Cortez, 6.55%

undivided share corresponding to 255.69 sq. mts. in the SAID PROPERTY in favour of Mrs. Bernadette Terezinhia Fatima Cortez and 6.55% undivided share corresponding to 255.69 sq. mts. in the SAID PROPERTY in favour of Mr. Norman Minguelino Cortez and Mrs. Lillian Cortez alias Lillian Alison Maria Cortez and consequently the said Mr. Edwin Cortez and Mrs. Anette Sylvia Cortez retained the balance 78.62% undivided share in the SAID PROPERTY for themselves.

j. All the above mentioned CONFIRMING PARTIES are the joint owners of the SAID PROPERTY.

k. The CONFIRMING PARTIES by four separate Agreements for Development dated 04/01/2017, 04/01/2017, 16/01/2017 and 16/01/2017 respectively entered with the DEVELOPERS, first being Agreement for Development dated 04/01/2017 by and between CONFIRMING PARTY Nos. 1 & 2 and the DEVELOPERS and duly executed before Notary U. R. Timble at Panaji under Sr. No. 15/0/2017, second being Agreement for Development dated 04/01/2017 by and between CONFIRMING PARTY Nos. 3 & 4 and the DEVELOPERS and duly executed before Notary U. R. Timble at Panaji under Sr. No. 14/0/2017, third being Agreement for Development dated 16/01/2017 by and between CONFIRMING PARTY Nos. 5 & 6 and the DEVELOPERS and duly executed before Notary U. R. Timble at Panaji under Sr. No. 149/0/2017 and fourth being Agreement for Development dated 16/01/2017 by and between CONFIRMING PARTY No. 7 and the DEVELOPERS and duly executed before Notary U. R. Timble at Panaji under Sr. No. 150/0/2017, granted to the DEVELOPERS developmental rights to the SAID PROPERTY to construct thereon multistoried building/s scheme consisting of apartments shops/flats etc. on the SAID PROPERTY in accordance with aforesaid Agreements for

Development and as per the approved plans sanctioned by the competent government authorities and the Conversion Sand bearing ref No. RB/CNV/TIS/AC-II/20/2010 dated 15/06/2011 issued by Additional Collector-II, Office of the Collector, North Goa, Panaji, Technical Clearance Order bearing reference No. TIS/8203/MOG/TCP/15/1136 dated 31.08.2015 issued by the Town and Country Planning Department at Panaji, NOC bearing reference No. UHCP/DHS/NOC/16-17/319 dated 29.04.2016 issued by Primary Health Centre at Panaji, NOC bearing reference No. AEE/SD-III(R)BML/TECH-40/15-16/2020 dated 06/05/2016 issued by Asst. Engineer, office of the Sub Divisional Engineer, Electricity Department at Bambolim, NOC bearing reference No. 8824/16-PCB/08/1511 dated 15/04/2016 issued by Goa State Pollution Control Board and Construction license bearing No. 04/VP/2016-17 dated 05/05/2016 issued by the Village Panchayat of Merces and the said Agreements for Development dated 04/01/2017, 04/01/2017, 16/01/2017 and 16/01/2017 shall be read along with this Agreement for Sale and the contents of the said Agreements for Development dated 04/01/2017, 04/01/2017, 16/01/2017, 16/01/2017 and 16/01/2017 shall be deemed to be reproduced herewith.

1. The CONFIRMING PARTIES have issued two separate power of attorney dated 04/01/2017 and 16/01/2017 respectively, in favour of Partners of the DEVELOPERS, first being Power of Attorney dated 04/01/2017 duly executed by CONFIRMING PARTY Nos. 1, 2, 3 & 4 before Notary U. R. Timble at Panaji, under Sr. No. 13/0/2017 and second being Power of Attorney dated 16/01/2017 duly executed by CONFIRMING PARTY Nos. 5, 6 & 7 before Notary U. R. Timble at Panaji, under Sr. No. 151/0/2017, authorizing the Partners of the DEVELOPERS inter alia, to commence, carry on and complete the development in the SAID PROPERTY.

m. Accordingly, the DEVELOPERS/CONFIRMING PARTIES undertook the construction of the multi-storeyed commercial building. The building in the SAID PROPERTY is known as EDCON GREENFIELDS.

n. The PURCHASER had entered into an Agreement for Sale with the DEVELOPERS/CONFIRMING PARTIES dated ____ and duly registered before the Sub Registrar of Ilhas at Panaji under Registration No. ____ on ____, for purchase of a Flat which is identified as ____ No. ____ situated on the ____ floor of building EDCON GREENFIELDS, totally admeasuring ____ sq. mts. of carpet area (which includes the proportionate incidence the areas of common passages, landings, toilet, blocks, lift, stair case, walls, fire escape etc) and corresponding carpet area being ____ sq. mts., for a total consideration of Rs. ____/- (Rupees ____ only), which consideration includes the cost of the proportionate undivided share of land in the SAID PROPERTY, and which Flat is hereinafter described in detail in SCHEDULE No. II hereafter written and shown delineated in red color outline in the plan annexed hereto and shall hereinafter be referred to as the 'SAID FLAT'.

o. In pursuance of the said Agreement of Sale dated ____ the DEVELOPERS/CONFIRMING PARTIES constructed the SAID FLAT in building EDCON GREENFIELDS for which Village Panchayat, Mercedes has granted Occupancy Certificate under No. ____.

p. The PURCHASER has paid the entire consideration of Rs. ____/- (Rupees ____ only) and the other amounts as per the said Agreement for Sale dated ____ to the DEVELOPERS/CONFIRMING PARTIES.

q. The DEVELOPERS/CONFIRMING PARTIES have already handed over possession of the SAID FLAT to the PURCHASER and the PURCHASER has duly taken over the possession.

r. The PURCHASER is entitled to get transferred and conveyed in his favour the SAID FLAT along with the proportionate undivided share of land in the SAID PROPERTY, corresponding to the carpet area of the SAID FLAT.

s. The PURCHASER has requested the DEVELOPERS/CONFIRMING PARTY to get the Deed of Sale executed of SAID FLAT which shall include proportionate undivided share of land in the SAID PROPERTY corresponding to carpet area of SAID FLAT and the DEVELOPERS/CONFIRMING PARTY have agreed for the aforesaid request of the PURCHASER, subject to the terms and conditions contained herein.

t. The OWNERS/VENDORS at the request of DEVELOPERS/CONFIRMING PARTIES have agreed to transfer and convey, unto the PURCHASER by way of sale, absolutely and forever the SAID FLAT which shall include proportionate undivided share of land in the SAID PROPERTY corresponding to carpet area of SAID FLAT and the PURCHASER has agreed to purchase the same and has also agreed to abide by the other terms and conditions stipulated hereafter.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1) The herein above written recitals shall form the part and parcel of this Deed of Sale.

2) In pursuance of aforesaid Agreement for Sale dated ____ and in consideration of Rs. ____/- (Rupees ____ only) already paid by the PURCHASER to the DEVELOPERS/CONFIRMING PARTIES for sale of the SAID FLAT, which shall include proportionate undivided share of land in the SAID PROPERTY corresponding to carpet area of SAID FLAT, the receipt whereof the DEVELOPERS/CONFIRMING PARTIES admit and acknowledge, the OWNERS/VENDORS as owners and at the request and consent of DEVELOPERS/CONFIRMING PARTIES, do hereby transfer and convey by way of sale unto the PURCHASER, the SAID FLAT, along with the proportionate undivided share of land in the SAID PROPERTY corresponding to carpet area of SAID FLAT together with all rights, liberties, privileges, easements and appurtenance thereto TO HAVE AND TO HOLD the same unto the PURCHASER forever.

3) The DEVELOPERS/CONFIRMING PARTIES have handed over possession of the SAID FLAT to the PURCHASER and the PURCHASER has duly taken over the vacant and peaceful possession of the same. The PURCHASER has paid entire consideration of Rs. ____/- (Rupees ____ only) and the other amounts as per the said Agreement for Sale dated ____ to the DEVELOPERS/CONFIRMING PARTIES.

4) The OWNERS/VENDORS do hereby covenant with the PURCHASER as under:

- a. The OWNERS/VENDORS have good right, full power and absolute authority to transfer & convey by way of sale, the SAID FLAT along with the proportionate undivided share of land in the SAID PROPERTY, corresponding to carpet area of the SAID FLAT without any claim by any other person/s.
- b. That the PURCHASER shall at all times hereafter peacefully and quietly own, hold, possess and enjoy the SAID FLAT for his own use and benefit without any lawful eviction, interruption, claim or demand of

whatsoever nature by and from the OWNERS/VENDORS or from any other person/s, the SAID FLAT hereby conveyed is free from encumbrances and/or any charges, defects, etc.

c. OWNERS/VENDORS do hereby acknowledge and admit that the PURCHASER is the lawful owner of the SAID FLAT which is more particularly described in SCHEDULE No. II hereunder written.

d. The OWNERS/VENDORS do hereby acknowledge and admit that the SAID FLAT which is more particularly described in SCHEDULE No. II hereunder written is an independent unit and constitutes absolute free hold property of the PURCHASER.

e. The OWNERS/VENDORS have no objection to transfer the house tax and electricity connection in respect to the SAID FLAT in favour of the PURCHASER, before the concerned authorities, subject to payment of necessary charges for the said transfer by the PURCHASER.

5) The PURCHASER does hereby covenant with the OWNERS/VENDORS and the DEVELOPERS/CONFIRMING PARTIES as under:

a. The PURCHASER shall use the SAID FLAT, only for the purpose of permitted residential activity within the parameters of the rules in force. The PURCHASER shall not carry out any acts or activities which are obnoxious, antisocial, immoral, illegal or prejudicial to the norms of decency and etiquette or which cause a nuisance or inconvenience to the other OFFICE/office premises holders in EDCON GREENFIELDS. The PURCHASER shall not store any inflammable/hazardous/illegal material/substance/ drug in the SAID FLAT. The PURCHASER shall not use the SAID FLAT for the purpose of running a bar/restaurant/discotheque/night club / party hall. The PURCHASER shall not store any material in the SAID FLAT beyond the design load of 300 kg per sq. mts.

- b. The PURCHASER shall maintain the SAID FLAT including the R.C.C structural members like slabs, beams, columns, walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his own cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT and/or common passages, or the compound or any other areas, which may be against the conditions or rules or bye-laws of the Corporation of the City of Panaji and North Goa Planning and Development Authority or any other Authority and shall attend to and answer and will be responsible for all acts in violation of any such conditions/ rules/ bye-laws.
- c. The PURCHASER shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding interest of the OWNERS/VENDORS and the DEVELOPERS/CONFIRMING PARTIES and of the other flat/office premises holder in building EDCON GREENFIELDS.
- d. The PURCHASER shall not use the SAID FLAT in a manner which disturbs the other shops/office/flat premises holder of EDCON GREENFIELDS. Further the PURCHASER shall never seek the partition and disannexation of the proportionate undivided share of land in the SAID PROPERTY.
- e. The PURCHASER hereby agrees and undertakes to be a member of the Association of Owners/Maintenance Society or any other Entity, to be formed at any time in future for the purpose of maintaining the building EDCON GREENFIELDS and the SAID PROPERTY and also from time to time to sign and execute all applications for membership and other papers and documents necessary for the formation and the registration of such Association of Owners/Maintenance Society or any other Entity and to observe and comply with all bye-laws, rules and regulations that may be laid down by the Association of Owners/Maintenance Society or any other Entity from time to

time. The PURCHASER does hereby give his irrevocable consent/noc to the same on the execution of this Deed of Sale.

f. All costs, charges and expenses for the formation of the Association of Owners/Maintenance Society or any other Entity and the bye laws, rules and regulations shall be borne by the PURCHASER together with other OFFICE/premises holders in such proportion as may be decided by the DEVELOPERS/CONFIRMING PARTIES.

g. The PURCHASER has agreed with the DEVELOPERS/CONFIRMING PARTIES to sign all form/s, application/s, deed/s, document/s or other writing/s as may be required for the formation and registration of the Association of Owners/Maintenance Society or any other Entity, to be formed and contribute for the necessary expenses thereto, in such proportion as may be decided by the DEVELOPERS/CONFIRMING PARTIES and the PURCHASER agrees to pay the same within 10 (Ten) days of the same being intimated by the DEVELOPERS/CONFIRMING PARTIES to the PURCHASER.

h. Pursuant to said Agreement for Sale dated ____ between the PURCHASER and the DEVELOPERS/CONFIRMING PARTIES, the PURCHASER had deposited with the DEVELOPERS/CONFIRMING PARTIES an amount of Rs. ____/- (Rupees ____ only), as non refundable deposit, in respect of the SAID FLAT which amount is calculated @ Rs. 1,000/- (Rupees One Thousand only) per sq. mts. of the carpet area of the SAID FLAT, interest accrued on which calculated at such rates as will be prevailing from time to time for fixed deposit of 1 (one) year term of State Bank of India, shall be used/ utilised to meet the expenditure pertaining to the maintenance of building EDCON GREENFIELDS and the SAID PROPERTY. The PURCHASER has agreed to the same and has agreed not claim refund of the said non refundable deposit under any circumstances.

i. The PURCHASER shall pay the monthly maintenance charges of Rs. ____/- (Rupees ____ only) per month with applicable Goods and Service tax (GST) to

the DEVELOPERS/CONFIRMING PARTIES / Association of Owners/Maintenance Society or any other Entity, as and when formed. The PURCHASER shall pay the said monthly maintenance charges at the beginning of every month i.e. on or before 5th day of each calendar month for which it is due and payable towards the payment of common expenses such as lift, electricity, water charges, security, housekeeping of the building etc. The said monthly maintenance charge is calculated @ Rs. 30/- per sq. mts. of carpet area of the SAID FLAT. The PURCHASER shall not stop/commit default in payment of said monthly maintenance charges for any reason whatsoever nature. In case of any discrepancy of whatsoever nature as regards to the payment of said monthly maintenance charges, it shall not entitle the PURCHASER to stop effecting the said monthly maintenance charges or any other payment by or under this Deed of Sale.

j. The PURCHASER has agreed with the DEVELOPERS/CONFIRMING PARTIES that in the event the said non refundable deposit/monthly maintenance charges mentioned hereinabove in clause 5 (h) and (i) will not be sufficient for proper maintenance of building EDCON GREENFIELDS/SAID PROPERTY, then the DEVELOPERS/CONFIRMING PARTIES / Association of Owners/Maintenance Society or any other Entity, as and when formed, are authorized to increase the said non refundable deposit/monthly maintenance charges with prior intimation to the PURCHASER and the PURCHASER shall be bound to pay the same and the PURCHASER has agreed to pay the same within 15 days from the date of such intimation.

k. In case the PURCHASER stops or commits default in payment of said monthly maintenance charges for any reason whatsoever nature, in such an event the PURCHASER will not be eligible for use of any common services like lift, electricity, water supply, housekeeping, sewage disposal, if any, drainage etc. in building EDCON GREENFIELDS and the DEVELOPERS/CONFIRMING

PARTIES / Associations of Owners/ Maintenance society or any Entity, to be formed shall be entitled to restrain the PURCHASER from using such services, apart from such other action being taken by them and also for recovery of the said amount through the civil court/governmental authorities. Further the DEVELOPERS/CONFIRMING PARTIES / Association of Owners/Maintenance Society or any other Society/Entity, to be formed will be entitled to charge simple interest @ 18 % per annum, on the defaulted amount of monthly maintenance charges.

- l. The PURCHASER has agreed with the DEVELOPERS/CONFIRMING PARTIES that in the event there is break down of any common services like lift, water pumps, water supply, electricity, generators, housekeeping, security, etc. in such an event, the PURCHASER shall not stop the monthly maintenance charges or claim any reduction in the monthly maintenance charges as fixed in terms of clauses hereof, nor shall seek any damages/compensation from the DEVELOPERS/CONFIRMING PARTIES / Association of Owners/Maintenance Society or any other Entity, to be formed in respect thereto.
- m. The DEVELOPERS/CONFIRMING PARTIES after formation of the Association of Owners/Maintenance Society or any other Entity, shall handover the amount of membership fee and non refundable deposit, after deduction if any, to the Association of Owners/Maintenance Society or any other Society/Entity to be formed.
- n. The PURCHASER has agreed with the DEVELOPERS/ CONFIRMING PARTIES that the common amenities such as verandas, passages, lift, staircase, landing & fire escape, are for common use of all the owners of flat/shops premises holder of building EDCON GREENFIELDS and the PURCHASER shall not appropriate any part thereof for his exclusive use or personal benefit and shall not keep/ store any item/material on the same. Furthermore the

PURCHASER shall not cause nuisance/disturbance to the other flat/premises holder of EDCON GREENFIELDS.

- o. The PURCHASER's rights under this Deed of Sale is limited and restricted to the SAID FLAT along with the proportionate undivided share of land in the SAID PROPERTY, corresponding to carpet area of the SAID FLAT and the PURCHASER shall not claim any rights to any other premises in EDCON GREENFIELDS either as a PURCHASER / member of the Association of Owner/Maintenance Society or any other Entity, to be formed. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER, Association of Owners/Maintenance Society or such other Society/Entity as and when formed, shall not claim any right or question this decision of the DEVELOPERS/CONFIRMING PARTIES under any circumstances.
- p. Upon execution of this Deed of Sale, the PURCHASER shall have no claims whatsoever against the DEVELOPERS/CONFIRMING PARTIES in respect of any item of work in relation to the SAID FLAT or building EDCON GREENFIELDS which may alleged not to have been carried out or completed or on any other account whatsoever.
- q. The PURCHASER has agreed with the DEVELOPERS/CONFIRMING PARTIES that in the event the PURCHASER desires to sell and/or transfer his rights in the SAID FLAT, as a whole or in part/s thereof to any person or persons, then in that event, the PURCHASER shall ensure that the future owner or transferee or successor in title or prospective new owners shall be bound to comply with all the terms and conditions of this Deed of Sale and also follow in letter and spirit all conditions, rules and regulations, bye laws framed from time to time by the DEVELOPERS/CONFIRMINGPARTIES/Association of Owners/Maintenance Society or any other Entity to be formed for the

maintenance of building EDCON GREENFIELDS and the SAID PROPERTY.

Any sale document, which does not guarantee the above, shall be invalid.

- r. The conditions and restrictions cast by the DEVELOPERS/ CONFIRMING PARTIES/Association of Owners/Maintenance Society or any other Society/Entity to be formed, in relation to the use of common amenities/facilities of building EDCON GREENFIELDS/SAID PROPERTY and the timings of their use etc., shall be binding on PURCHASER. The DEVELOPERS/CONFIRMINGPARTIES/Association of Owners/Maintenance Society or any other Entity, as and when formed, shall be entitled to restrain the PURCHASER from using such facilities beyond the stipulated timings or in violation of the conditions and restrictions laid down from time to time.
- s. House tax in respect to the SAID FLAT shall be paid by the PURCHASERS from the date of occupancy certificate. Any taxes including value added tax, goods and services tax (GST), if levied by any government authorities/offices with respect to the SAID FLAT or any amount to be paid under this Deed of Sale shall be borne exclusively by the PURCHASER.
- t. The PURCHASER shall display his signage only on the space allotted and the PURCHASER shall not use any other portion of the building or the open space to display any signage/hoarding or name board. For the purpose of uniformity on the exterior facade of building EDCON GREENFIELDS, the PURCHASER shall use the design of grills as given by the DEVELOPERS/CONFIRMING PARTIES. The PURCHASER shall take care to see that wires of any electrical/telephone/TV/broadband used in the SAID FLAT shall be exclusively drawn from the conduits/spaces provided by the DEVELOPERS/CONFIRMING PARTIES. The PURCHASER shall not change the appearance of the exterior façade of the SAID FLAT or the building EDCON GREENFIELDS in any manner and without the written permission of the DEVELOPERS/CONFIRMING PARTIES. The PURCHASER shall dispose the garbage

generated from the SAID FLAT without causing any nuisance to the other flat/premises holders of EDCON GREENFIELDS. The PURCHASER shall use proper piping or conduiting to dispose off the water flowing from the air conditioner if installed in the SAID FLAT without causing any nuisance to other premises holders of EDCON GREENFIELDS and shall take consent of the DEVELOPERS/CONFIRMING PARTIES in writing, with respect to determining the location for installing the air-conditioning units on any external part of the building.EDCON GREENFIELDS.

u. The PURCHASER shall not carry out any change(s)/ alteration(s)/ deviation(s)/ modification(s) or any construction activity in the SAID FLAT or building EDCON GREENFIELDS. In the event the PURCHASER desires to get any internal repairs/changes done in the SAID FLAT, he/she shall do so only after giving in writing the details of such repairs/changes to the DEVELOPERS and only upon obtaining a prior approval for such repairs in writing, from the DEVELOPERS. The DEVELOPERS shall at its discretion grant or refuse such approval without assigning any reasons thereof.

v. In case the PURCHASER grants approval for the internal repairs/changes, the PURCHASER shall do so without causing any damage of whatsoever nature to any part of SAID FLAT/EDCON GREENFIELDS or the SAID PROPERTY. However, if any such damage is caused by the PURCHASER, the PURCHASER shall be solely liable for the same without any liability on the part of the DEVELOPERS. The PURCHASER shall ensure that such internal repairs/changes carried out by the PURCHASER is in conformity with the laws, rules/bye laws of the Town and Country Planning Department/Village Panchayat or any other competent authority and shall obtain necessary permission/licece/noc from such authority in that regard at the cost of the PURCHASER.

w. The PURCHASER together with the other shops/flat premises holders shall not affect any change to the SAID FLAT or the building as a whole which shall affect the structural safety of the building EDCON GREENFIELDS and the PURCHASER shall not affect any changes to the external façade of the building without the written permission of the DEVELOPERS/CONFIRMING PARTIES.

6) It is clearly understood and agreed by and between the parties herein that if the floor area ratio (FAR) presently applicable to the SAID PROPERTY is increased on account of any reason, then such increase shall ensure for the benefit of the DEVELOPERS/CONFIRMING PARTIES alone and the DEVELOPERS/CONFIRMING PARTIES alone shall be entitled to construct on such increased floor area ratio (FAR) in EDCON GREENFIELDS/SAID PROPERTY. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society / any other Entity as and when formed, shall not claim any right or question this decision of the DEVELOPERS/ CONFIRMING PARTIES under any circumstances.

7) It is clearly understood and agreed by and between the parties herein that the DEVELOPERS/ CONFIRMING PARTIES shall have exclusive and unfettered right to allot, hold for itself, deal or give on leave and license basis to any person/s of their choice the private terrace above last floor of EDCON GREENFIELDS and the PURCHASER / Association of Owners/Maintenance Society or any other Entity to be formed, shall have no right to the said terrace subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room, water pipelines and such other common facilities/ amenities, if any. The said private terrace area shall not be considered for calculation of any fund as contemplated in clause 5 (h) and (i) written hereinabove or any other fund/charge to be created in future as the maintenance of the said private

terrace of the building will be taken care of by the DEVELOPERS/CONFIRMING PARTIES. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society or any other Entity as and when formed, shall not claim any right to the private terrace above the last floor of EDCON GREENFIELDS or question this decision of the DEVELOPERS/CONFIRMING PARTIES under any circumstances.

8) It is clearly understood and agreed by and between the parties herein that the DEVELOPERS/CONFIRMING PARTIES shall have exclusive and unfettered rights to allot, hold for itself, put to use or in any manner deal with the same in the manner deemed fit and proper by them the car parking area/slots in the stilt floor of EDCON GREENFIELDS and the decision to allot any parking slot in the stilt floor will be entirely upto the discretion of the DEVELOPERS/CONFIRMING PARTIES. The PURCHASER / Association of Owners/Maintenance Society or any other Entity, as and when formed, shall not claim any right or question this decision of the DEVELOPERS/CONFIRMING PARTIES under any circumstances. The said car parking area /slots in the stilt floor shall not be considered for calculation of any fund as contemplated in clause 5(h) and (i) written hereinabove. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society or such other Entity to be formed, shall not claim any right or question this decision of the DEVELOPERS/CONFIRMING PARTIES under any circumstances. As per the Agreement for Sale dated ____ the PURCHASER has not been allotted a car parking slot in the stilt floor of EDCON GREENFIELDS. The PURCHASER shall not park his car/two wheeler in the stilt floor of the building, nor allow his employees/visitors to park their vehicles/two wheelers in the stilt floor of EDCON GREENFIELDS (or if the car parking slot is allotted in the Agreement for Sale then this clause will be applicable) As per the Agreement for Sale dated ____ the

PURCHASER has been allotted a car parking slot in the stilt floor of EDCON GREENFIELDS. The PURCHASER shall not block/barricade/enclose the said car parking slot with any wall/fence and shall use the said car parking slot for parking his own car only. The PURCHASER shall not use any other slot in the stilt floor for parking his car, nor allow his employees/visitors to park their vehicles/two wheelers in the stilt floor of EDCON GREENFIELDS.

9) It is clearly understood and agreed by and between the parties hereto that all rights regarding parking of vehicles/two wheelers in the open space surrounding the building EDCON GREENFIELDS in the SAID PROPERTY shall belong exclusively to the DEVELOPERS/CONFIRMING PARTIES who shall be entitled to allot, hold for itself, put to use or in any manner deal with the open space parking in the manner as deemed fit and proper by them and the decision to allot any parking slot in the open space will be entirely upto the discretion of the DEVELOPERS/CONFIRMING PARTIES. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law and, the PURCHASER / Association of Owners/Maintenance Society or any other Entity, as and when formed, shall not claim any right or question this decision of the DEVELOPERS/ CONFIRMING PARTIES under any circumstances. As per the Agreement for Sale dated ____ the PURCHASER has not been allotted a car parking slot in the open space. The PURCHASER shall not park his car/two wheeler in the open space, nor allow his employees/visitors to park their vehicles/two wheelers in the open space (or if the car parking slot is allotted in the Agreement for Sale then this clause will be applicable) As per the Agreement for Sale dated ____ the PURCHASER has been allotted 01 car parking slot in the open space surrounding the building EDCON GREENFIELDS in SAID PROPERTY. The PURCHASER shall not block/barricade/enclose the said car parking slot with any wall/fence and shall use the said car parking slot for parking his own car only. The PURCHASER shall not use any

other slot in the open space for parking his car, nor allow his employees/visitors to park their vehicles/two wheelers in the open space.

10) It is clearly understood and agreed by and between the parties hereto that the DEVELOPERS/CONFIRMING PARTIES shall be entitled and are hereby permitted to make such variation/revision in the approved plans of the building including of the SAID FLAT or in the layout of the building EDCON GREENFIELDS, including relocating the open spaces/all structures/building and/or varying the location of the access to the building, without affecting/reducing the carpet area of the SAID FLAT for construction and development. The PURCHASER does hereby give his irrevocable consent to the above and on execution of this Deed of Sale it shall be construed as deemed consent in writing of the PURCHASER herein as required by law, and the PURCHASER/Association of Owners/Maintenance Society or any other Entity, as and when formed, shall not claim any right or question this decision of the DEVELOPERS/CONFIRMING PARTIES under any circumstances.

11) The PURCHASER shall comply with all terms and conditions as contained in the said Agreement for Sale dated _____.

12) The current market value of the SAID FLAT is Rs. _____ (Rupees _____ only). At present stamp duty required for registering the Deed of Sale is Rs. _____ /- calculated at the rate of _____ % on the market value of the SAID FLAT. The PURCHASER had paid a stamp duty of Rs. _____/- at the time of registration of the said Agreement for Sale dated _____ and, as such, the same is being deducted and adjusted towards the stamp duty to be paid on this Deed of Sale and accordingly the stamp of Rs. _____/- is paid herewith.

13) Stamp duty and registration charges of this Deed of Sale are borne and paid by the PURCHASER alone.

SCHEDULE No. I

(DESCRIPTION OF THE SAID PROPERTY)

All that southern part of second sub-divided plot (adicao) of the property known as Palmgrove St. Agostinho, situated in the Village Morambi-o-Grande, TalukaTiswadi, Sub District of Ilhas, District of North Goa, presently surveyed under Survey and Subdivision No.284/1-A of village Morambi-o-Grande, TalukaTiswadi, totally admeasuring 3900 sq. mts. not described in the Land Registration Office of Ilhas, but enrolled as whole property in the Taluka Land Revenue Office under Matriz Nos. 120, 121, 122 and 123 and bounded as under:

ON THE NORTH: By Survey & Sub Division No.284/1.

ON THE SOUTH: By Survey & Sub Division No.284/2.

ON THE EAST: By Survey & Sub Division No.280/1,1-D &1-F.

ON THE WEST: By Public Road.

SCHEDULE No.II

(DESCRIPTION OF THE SAID FLAT NO. ____)

Flat No. ____ totally admeasuring ____ sq. mts. of carpet area (which includes the proportionate incidence the area of common passages, landings, toilet, blocks, lift, stair case, walls, fire escape etc) & corresponding super built-up area being ____sq.mts. on the ____ floor of building EDCON GREENFIELDS, constructed in the SAID PROPERTY along with the proportionate undivided share of land in the SAID PROPERTY corresponding to the carpet area of the SAID FLAT.

IN WITNESS WHEREOF this Deed of Sale is executed by the parties hereto, on the day, month and year first hereinabove mentioned.

(SIGNED AND DELIVERED

By the within named OWNERS/VENDORS)

1. MR. EDWIN CORTEZ
2. MRS. ANETTE SYLVIA CORTEZ
3. MR. NORMAN MINGUELINO CORTEZ
4. MRS. LILLIAN CORTEZ alias LILLIAN ALISON MARIA CORTEZ
5. MRS. BERNADETTE TEREZINHA FATIMA CORTEZ
6. MR. ESTEVAM FRANCISCO AFONSO
7. MS. ROANNE EDEN CORTEZ

All the OWNERS/VENDORS are represented herein by
their duly constituted power of attorney holder

ENG. EDWIN T. DE MENEZES

Nominated by virtue of a Power of Attorney
dated 04/01/2017 and 16/01/2017.

L.H.F.P

R.H.F.P

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED AND DELIVERED)
By the within named PURCHASER)

MR/MRS. _____

L.H.F.P

R.H.F.P

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

(SIGNED AND DELIVERED
by the within named
DEVELOPERS/CONFIRMING PARTIES)
Through its Partner
ENG. EDWIN T. DE MENEZES

L.H.F.P

R.H.F.P

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

(SIGNED AND DELIVERED

By the within named

DEVELOPERS/CONFIRMING PARTIES)

Through its Partner

ENG. CEDRIC A. VAZ

L.H.F.P

R.H.F.P

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

WITNESSES:

1. _____

2. _____