

AGREEMENT FOR SALE OF A FLAT

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

BETWEEN

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

AND

_____, [PAN Card No. _____], son of _____, Indian National, Aadhar Card No. _____, aged ____ years, son of _____, (marital status), (Occupation), residing at _____, hereinafter referred to as the "**FLAT PURCHASER**" (which expression unless repugnant to the context or meaning thereof shall also mean and include his heirs, successors-in-interest, legal representatives, administrators and assigns) of the **OTHER PART**.

AND

(1) MR. EDDY LAZARUS THADDEUS RODRIGUES (PAN Card No. _____), son of late Mr. Miguel A. G. Rodrigues, Indian National, Aadhar Card No. _____, aged ____ years, married, service, and his wife **(2) MRS. CALAZANCIA JOSEFINA HENRIQUETA RODRIGUES** (PAN Card No. _____), Indian National, Aadhar Card No. _____, aged ____ years, service, both residing at Flat No. 102, First Floor, "Prime Splendour", Mangor Hill, Vasco da Gama, Goa and both hereinafter collectively referred to as the "**CONFIRMING PARTY**" (which expression unless repugnant to the context or meaning thereof shall also mean and include their heirs, successors-in-interest, legal representatives, administrators and assigns), represented herein by their duly constituted Attorney, Mr. Anthony Cedric Dias, Sole Proprietor of Prime Builders, (the BUILDER herein) vide Power of Attorney dated 25.06.2015 executed before Advocate & Notary, Vimmy V. Redkar at Vasco da Gama, registered under No. 549/2015, of the **THIRD PART**;

WHEREAS, there are two plots of land, belonging to the CONFIRMING PARTY, adjacent to one another, one bearing Survey No. 1/1-D of Dabolim Village with an area of 635 sq. mtrs. and the other bearing Survey No. 1/1-E of Dabolim Village with an area of 634 sq. mtrs., situated in an

area called "Fatima Colony" at Dabolim, both plots more particularly described in Schedule-I hereunder written and hereinafter referred to the **"SAID PLOTS"**

AND WHEREAS:

A. The SAID PLOTS were originally one single plot of land identified as Lote (Plot) No. 13 with an area of 1500 sq. mtrs., sub-divided and separated from a bigger property admeasuring 23,300 sq. mtrs., known as "Um Terreno Oiteral", described in the Land Registration Office of Salcete at Margao under No. 24972 (New Series) in Book B-64 (New Series) at Folio 71 and enrolled in the Taluka Revenue Office under Matriz No. 804 and surveyed under Survey No. 1/1 of Dabolim Village, situated at Dabolim, described in more detail in Schedule-II hereunder written.

B: The said bigger property originally belonged to one Fr. Francisco Antonio Camilo da Piedade Cruz as per Inscription No. 45182 at folio 90v of Book No. G-52 (New Series) in the said Land Registration Office of Salcete at Margao.

C: In or around 1954, the said Fr. Francisco Antonio Camila da Piedade Cruz sub-divided the said bigger property into 15 Lotes (plots) out of which the said Lote (Plot) No. 13 was purchased by one Joao Joaquim de Anunciacao Pereira by Deed of Sale dated 22.10.1954, drawn before the Notary Public Ex-Officio of Salcete at Margao, at folio 10 overleaf and onwards of Book No. 936.

D. The said Joao Joaquim de Anunciacao Pereira thereafter sold the said Lote (Plot) No. 13 to one Maria Alda Malvina De Souza Brito e Fernandes vide Deed of Sale dated 15.7.1969, registered in the Office of the Sub-Registrar of Mormugao under No. 182, at pages 19 to 23 of Book I, Vol. 3. Thus with effect from 15.7.1969, the title in the said Lote (Plot) No. 13 came to vest in the said Maria Alda Malvina De Souza Brito e Fernandes.

E: In or around 1986 the said Fr. Francisco Antonio Camila da Piedade Cruz obtained statutory approval for sub-division of the land from the Mormugao Planning & Development Authority under their Order No. MPDA/9-C-6/86-87/1407 dated 14-11-1986 and in such approved sub-division, the area of the said Lote (Plot) No. 13 got reduced from 1500 sq. mtrs. to 1269 sq. mtrs., after leaving the required area for roads, as per sub-division regulations.

F: Vide Deed of Sale dated 29.7.1991 registered in the Office of the Sub-Registrar of Mormugao under No. 296, at pages 494 to 514 of Book I, Vol. 58, the said Alda Malvina De Souza Brito e Fernandes sold the Said Lote (Plot) No. 13, with an area of 1269 sq. mtrs, to Miguel Antonio Gabriel Rodrigues (father of Land Owner No. 1 herein), son of Caetano Joao Rodrigues and Mrs. Calazancia Josefina Henriqueta Rodrigues (Land Owner No. 2 herein). As per the said Deed of Sale dated 29.7.1991, the said Miguel Antonio Gabriel Rodrigues would hold the northern side of the Said Lote (Plot) 13 admeasuring 635 sq. mtrs. while Mrs.

Calazancia Josefina Henriqueta Rodrigues would hold the southern side of the Said Lote (Plot) No. 13 with an area of 634 sq. mtrs. Thus with effect from 29.7.1991, the title in the Said Lote (Plot) No. 13 came to vest in the said Miguel Antonio Gabriel Rodrigues and Mrs. Calazancia Josefina Henriqueta Rodrigues.

G: Subsequently, the Said Lote (Plot) No. 13 was partitioned by Order of the Dy. Collector & SDO, Mormugao, Vasco da Gama, dated 5.6.1996 in Case No. LRC/PART/43/95, and the northern portion of the plot admeasuring 635 sq. mtrs. was allotted a fresh Survey No. 1/1-D of Dabolim Village and recorded in the name of the said Miguel Antonio Gabriel Rodrigues, while the southern portion of the plot admeasuring 634 sq. mtrs. was allotted fresh Survey No. 1/1-E of Dabolim Village and recorded in the name of the said Mrs. Calazancia Josefina Henriqueta Rodrigues.

H: The said Miguel Antonio Gabriel Rodrigues expired on 14.08.1994 and upon his death, Inventory Proceedings were instituted by his son, Eddy Lazarus T. Rodrigues (Land Owner No. 1 herein) before the Civil Judge, Senior Division, Vasco da Gama, being Inventory Proceedings No. 29/2008/A. In the said Inventory Proceedings, the Plot bearing No. 1/1-D of Dabolim Village with an area of 635 sq. mtrs., was listed as Item No. XVII and was allotted to the said Mr. Eddy Lazarus T. Rodrigues as per Final Schedule of Partition which was confirmed vide Judgement dated 7.1.2012 of the Civil Judge, Senior Division(A), Vasco da Gama, Goa. Thus with effect from 7.1.2012, the title in the plot bearing Survey No. 1/1-D of Dabolim Village, admeasuring 635 sq. mtrs, came to vest in the said Eddy Lazarus T. Rodrigues (Land Owner No. 1 herein) while the title in the other plot bearing Survey No. 1/1-E of Dabolim Village, admeasuring 634 sq. mtrs., continued to vest in his wife, the said Mrs. Calazancia Josefina Henriqueta Rodrigues (Land Owner No. 2 herein).

I: The BUILDER and the CONFIRMING PARTY have entered into an "Agreement for Development cum Sale" dated 25.06.2015 for development cum sale of the SAID PLOTS, by amalgamating the SAID PLOTS into one single plot for the purpose of development and thereafter constructing on such amalgamated plot, with the approval of the concerned authorities, a multi-storeyed building at the BUILDER'S own cost and expense, consisting of flats for residential use as per the designs, plans and building specifications to be drawn up by the BUILDER for an agreed consideration to be paid/given by the BUILDER to the CONFIRMING PARTY as spelt out in Clause (3) and (4) of the above mentioned Agreement and vide the same Agreement, the CONFIRMING PARTY have authorised the BUILDER to sell the flats therein (except the flats reserved for CONFIRMING PARTY) to various purchasers of the same at or for a price and on terms and conditions deemed fit and proper by the BUILDER.

J: The CONFIRMING PARTY have also executed General Power of Attorney dated 25.06.2015, appointing Mr. Anthony Cedric Dias, the Sole Proprietor of Prime Builders (the BUILDER herein), as their duly constituted Attorney to represent them, wherever required, in all matters connected with the aforesaid "Agreement for Development cum Sale" dated

25.06.2015 and inter-alia, to agree to sell the flats in the proposed building project on the SAID PLOTS along with the proportionate share of land in the SAID PLOTS (except the flats reserved for the CONFIRMING PARTY) by entering into suitable agreements with prospective purchasers of the said flats.

K: the BUILDER accordingly has prepared a development scheme in the form of a multi-storeyed building complex, consisting of 2-bedroom type flats, named "**THE MIGUEL-PRIME RESIDENCY**" to be executed on the SAID PLOTS, and the BUILDER has received the necessary statutory approvals for the amalgamation of the SAID PLOTS into one single plot and the proposed development scheme thereon, from Mormugao Planning & Development Authority vide its Order No. MPDA/9-R-75/2015-16/626 dated 04.08.2015 and Construction Licence No. VP/CHI/11/2015-16/16/1756 dated 25.08.2015 from Village Panchayat of Chicalim, [hereinafter referred to as the "**SAID PROJECT**"].

L: The FLAT ALLOTTEE has agreed to purchase from the PROMOTER one of the double bedroom flats of the SAID PROJECT, identified as Flat No. _____, on the _____ floor, as per the floor plan of the flat annexed hereto as "**ANNEXURE-A**", to be constructed with the building specifications given in "**SCHEDULE-IV**" hereunder written, having a carpet area (as defined under RERA) of _____sq. mtrs., the flat more particularly described in "**SCHEDULE-III**" hereunder written and hereinafter called the "**SAID FLAT**" and the Promoter has agreed to sell the SAID FLAT to the FLAT ALLOTTEE, along with the corresponding proportionate undivided share of land appurtenant to the SAID FLAT, at or for a basic price of Rs. _____, excluding all government taxes/fees/charges (consisting of tax paid or payable by the PROMOTER by way of Infrastructure Tax, GST, Cess or any other taxes/fees/charges which may be levied, by any Government Authority, in connection with the construction of and carrying out the SAID PROJECT, payable by the BUILDER up to the date of handing over the possession of the SAID FLAT to the FLAT PURCHASER under the terms hereof)

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

N: The Parties hereto, relying upon the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, and in accordance with Section 13 of RERA 2016, have now decided to enter into, execute and register this Agreement on the terms and conditions appearing hereinafter.

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

1. The BUILDER shall, under normal conditions and circumstances, complete the construction of the SAID PROJECT in all respects in accordance with the approvals granted by the aforesaid statutory authorities or any subsequent alterations/revisions that may be permitted by the concerned statutory authorities, thereto.
2. The FLAT ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the FLAT ALLOTTEE, the SAID FLAT, i.e. Flat No. _____, on the _____ floor, as per the floor plan of the flat annexed hereto as "ANNEXURE-A", to be constructed with the building specifications given in "SCHEDULE-IV" hereunder written, having a carpet area (as defined under RERA) of _____sq. mtrs., the flat more particularly described in "SCHEDULE-III" hereunder written. The SAID FLAT shall also have an exclusive carpet area of _____ nos. balconies of _____sq.mtrs. ,as shown in Annexure-A hereto annexed for a **basic price** of Rs. _____/- (Rupees _____,Only) which includes the proportionate incidence of common area comprising of common staircases, landing/lobby and elevator block from ground floor to top floor, including all external walls, only.
3. The basic price of the SAID FLAT as stated in Clause (2) above EXCLUDES all applicable Govt. taxes, charges, fees, deposits, levies and any other amounts, which shall be payable by the FLAT PURCHASER at prevailing rates, such as, but not limited to, (a) GST (b) infra-structure tax, panchayat taxes/charges, and/or any other such tax (c) proportionate share of deposits & charges for obtaining water & electricity connections from concerned Govt. Authorities, (d) proportionate cost towards transformer centre, electricity meter and diesel generator for power back up of elevator and staircase, (e) stamp duty, registration fee, along with incidental expenses thereto, (f) interest on delayed payment, (g) proportionate contribution for meeting common expenses, etc. and/or any other Govt. taxes, charges, levies that may be introduced hereafter. All these additional payments, over and above the basic price of the SAID FLAT, shall be paid by the FLAT PURCHASER to the BUILDER, as and when so demanded by the BUILDER in writing. None of the payments made under this clause shall be subsequently refundable to the FLAT PURCHASER in the event of cancellation of this Agreement, for reasons attributable to the FLAT PURCHASER.
4. The FLAT PURCHASER shall pay the above mentioned Basic Price of the SAID FLAT to the BUILDER, in the manner set out in "SCHEDULE-V" hereunder written, hereinafter called the "AGREED SCHEDULE OF PAYMENT", along with all necessary Govt. taxes, charges, fees, deposits, levies and any other amounts, as may be applicable, at prevailing rates. As on the date hereof, the FLAT PURCHASER has paid to the BUILDER, an amount of Rs _____ towards the basic price of the SAID FLAT, which the

BUILDER hereby acknowledges and admits having received, leaving an amount of Rs _____ to be paid to the BUILDER towards the basic price of the SAID FLAT. Upon completion of every stage of work or instalment, falling due, as described in the Agreed Schedule of Payment and/or upon any other amount under this Agreement falling due from the FLAT PURCHASER as stated in Clause (3) above, the BUILDER shall issue a "Demand Notice for Payment" in writing to the FLAT PURCHASER who shall be liable to pay such demanded amount within 10 days from the date of such demand notice. In other words, the due date of payment shall be the 10th day from the date of such demand notice. Any amounts due to the BUILDER and remaining unpaid after the due date shall automatically attract interest as provided under RERA

5. The BUILDER hereby makes it clear to the FLAT PURCHASER that all unused floor area (FAR) of the SAID PROJECT and/or the SAID PLOTS, if any, belongs exclusively to the BUILDER in perpetuity, until the same is used by the BUILDER as per his own discretion and disposed by him subsequently.
6. The BUILDER shall construct the SAID PROJECT as per the plans drawn up by him, including the external elevation of the building/s. No changes shall be allowed, at the request of the FLAT PURCHASER which, in the opinion of the BUILDER, affect and/or alter the external elevation of the building/s. Further no changes, at the request of the FLAT PURCHASER, shall be allowed in the locations of kitchen and toilets in the SAID FLAT. However the BUILDER shall allow the FLAT PURCHASER to make certain changes to the internal building specifications of the SAID FLAT and difference in cost, if any, is to be borne by the FLAT PURCHASER, as intimated by the BUILDER.
7. The BUILDER is not extending any warranty on its own behalf, for any material, fittings, machinery and/or any other items to be purchased from various manufacturers/suppliers for use in the construction of the SAID FLAT and/or in the SAID PROJECT in general. However, wherever such warranty/guarantee is made available from the concerned manufacturers/suppliers to the BUILDER in respect of specific items, the same will be extended, wherever possible, to the FLAT PURCHASER as per the terms of warranty of such manufacturers/suppliers. However, any workmanship defects on the part of the BUILDER and/or its contractors shall be attended to by the BUILDER at its own cost, for a period of one year from the date the possession of the SAID FLAT is offered to the FLAT PURCHASER, after its completion. It is specifically clarified to the FLAT PURCHASER that hairline plaster cracks may appear in newly completed multi-storeyed building constructions and the FLAT PURCHASER shall not consider the same as defective work. The same shall be repaired at cost to be borne by the FLAT PURCHASER.
8. Until such time the SAID FLAT is completed and handed over by the BUILDER to the FLAT PURCHASER under this Agreement, no other Agency/Contractor shall be

permitted to carry out any work in the SAID FLAT on behalf of the FLAT PURCHASER. It is clarified that the FLAT PURCHASER cannot carry out any interior finishing works beyond the scope of work of the BUILDER, before the SAID FLAT is completed and handed over to him under the terms hereof.

9. Timely payment by the FLAT PURCHASER to the BUILDER is the essence of this Agreement. The FLAT PURCHASER shall be deemed to have committed a default when payment due to the BUILDER is not made by the due date, explained in Clause (4) above. In case of such default, the BUILDER shall be entitled to serve terminate this Agreement, after giving the FLAT PURCHASER notice of 30 days and giving him an opportunity to remedy the default within the said notice period and upon the FLAT PURCHASER's failure to do so, this Agreement shall stand automatically cancelled, unless reinstated in writing by the BUILDER by cancelling/withdrawing the termination notice. Once this Agreement is so terminated by the BUILDER, the BUILDER shall be obliged to refund to the FLAT PURCHASER, within a period of 60 days thereafter, under a "Deed of Cancellation of Agreement", the basic price of the SAID FLAT till then paid by the FLAT PURCHASER to the BUILDER, without any interest, (forfeiting all other amounts paid under Clause [3] above), after deducting there-from an amount of Rs. 1,00,000/- (Rupees One Lakh only) towards liquidated damages. PROVIDED HOWEVER THAT, in case the FLAT PURCHASER has taken a loan to finance the purchase of the SAID FLAT from any Bank/Financial Institution having mortgage over the SAID FLAT, then the refund shall compulsorily be made in favour of the said Bank/Financial Institution, on the account of the FLAT PURCHASER, in exchange for release of mortgage over the SAID FLAT by the said Bank/Financial Institution. The receipt for such refund from such Bank/Financial Institution shall fully discharge the BUILDER from any obligation towards the FLAT PURCHASER in respect of refund due to him upon termination of this Agreement under these provisions and it shall be the responsibility of the FLAT PURCHASER to settle his own accounts with such Bank/Financial Institution. Upon the BUILDER serving notice to the FLAT PURCHASER to execute the said "Deed of Cancellation of Agreement", the BUILDER shall be fully entitled to allot the SAID FLAT to any other purchaser of the same at any price and on any terms and conditions deemed fit and proper by the BUILDER.
10. The BUILDER shall, under normal conditions and circumstances, complete the construction of the SAID FLAT within a period of 12 months from the date hereof, provided the FLAT PURCHASER makes the payment of the various amounts falling due to the BUILDER under this Agreement, regularly and by the due date of such payments and observes all other terms and conditions as stated herein. The completion schedule of 12 months from the date hereof means and relates to the completion of work by the BUILDER without obtaining the post-construction clearances of the statutory authorities since the process of obtaining such clearances within a given time frame is not within the ordinary control of the BUILDER. In any event however, the BUILDER

shall make all efforts to obtain such clearances from the statutory authorities expeditiously. The above mentioned completion schedule of 12 months is also subject to reasonable extension of time, without any penalty, due to, (a) force majeure conditions, i.e Acts of God or Acts of War and such other analogous acts that are beyond the control of the BUILDER, (b) Acts of State, i.e rule, notification, circular, law, order, court order etc. which disrupt the normal activity of the BUILDER, (c) extra-ordinary shortage of raw material and labour. In the event of occurrence of such events, the BUILDER shall notify the FLAT PURCHASER and intimate the extension of time required by the BUILDER for completing the SAID FLAT.

11. The BUILDER has planned to provide the SAID FLAT with electrical supply through an independent electrical connection and water supply through a common water connection, as per the present policies of the Electricity Department and the Public Works Department of the Government of Goa. Any changes to policy made by the Government hereafter shall apply. The availability of power and water is also regulated by the respective Government departments and the BUILDER is not responsible for any non-availability, deficiency and/or variations in such supplies.
12. If for any reasons other than those covered by the provisions of Clause (10) above, the BUILDER fails or is unable to complete and give possession of the SAID FLAT to the FLAT PURCHASER by the agreed completion schedule or such extended period as may have intimated by the BUILDER, then the FLAT PURCHASER can opt to terminate this Agreement due to the delay in completion of the SAID FLAT, by serving a notice of termination in writing upon the BUILDER and giving the BUILDER a period of 45 days to complete the SAID FLAT and hand over the same to the satisfaction of the FLAT PURCHASER, failing which this Agreement would stand terminated by the FLAT PURCHASER by such notice. Upon this Agreement being so terminated by the FLAT PURCHASER, the BUILDER shall, with the execution of a "Deed of Cancellation of Agreement" and within a period of 60 days from such termination, refund to the FLAT PURCHASER, the total amount till then received from the FLAT PURCHASER, along with interest as provided under RERA, after which the BUILDER shall be free to allot the SAID FLAT herein to any other purchaser of his choice and on any terms and conditions deemed fit by the BUILDER.
13. The BUILDER shall have the first lien and charge on the right, title and interest of the FLAT PURCHASER in the SAID FLAT hereby agreed to be purchased by the FLAT PURCHASER for all the monies that the FLAT PURCHASER is liable to pay to the BUILDER under these presents. The FLAT PURCHASER cannot let, sublet, transfer, assign or part with his interest or benefits under this Agreement to any other purchaser, before the SAID FLAT is completed and handed over. In the event the FLAT PURCHASER desires to surrender his rights under this Agreement and assign the same to another purchaser, acceptable to the BUILDER, during the currency of this

Agreement, then the FLAT PURCHASER shall pay the BUILDER a flat transfer fee of Rs 2,00,000/- (Rupees Two Lacs Only), which the FLAT PURCHASER hereby agrees to.

14. Upon completion of the SAID FLAT by the BUILDER in accordance with the terms of this Agreement, the BUILDER shall intimate the FLAT PURCHASER about the completion of the SAID FLAT and advise the FLAT PURCHASER about the final dues and other amounts, to be paid by him to take possession of the SAID FLAT. The BUILDER shall also separately advise the FLAT PURCHASER about the common expenses amount as explained in Clause (16) below and upon receipt of all amounts, the BUILDER shall hand over the possession of the SAID FLAT to the FLAT PURCHASER by executing a "Deed of Handing Over Possession of a Flat" with the FLAT PURCHASER. It is hereby clarified that at the time of handing over the SAID FLAT to the FLAT PURCHASER, the BUILDER may collect, along with any other amounts due, the proportionate amount of stamp duty, registration fee, legal expenses and incidental expenses, which would be required to meet the conveyance expenses for execution of deed of sale or conveyance deed, as explained in Clause (16) below.
15. The FLAT PURCHASER shall take the possession of the SAID FLAT after due inspection of the same. Upon the FLAT PURCHASER taking possession of the SAID FLAT as set out in Clause (14) above, the FLAT PURCHASER shall have no claim against the BUILDER in respect of any item of work in the SAID FLAT which may be alleged not to have been carried out or completed satisfactorily, prior to handing over the SAID FLAT to the FLAT PURCHASER.
16. After completion of the SAID PROJECT and handing over all the flats therein to the respective purchasers of the same, the BUILDER shall take all steps necessary to assist the FLAT PURCHASERS along with other flat purchasers in the SAID PROJECT, to complete the necessary formalities for forming and registering a co-operative housing society comprising of all such flat purchasers as its members. Upon formation of such society, the BUILDER shall intimate the CONFIRMING PARTY to execute a deed of sale or conveyance deed, to convey the title of the land (SAID PLOTS) to such society, at the cost and expense of the society through proportionate contributions from the FLAT PURCHASER herein along with other co-purchasers in the SAID PROJECT and the CONFIRMING PARTY hereby agrees to do so. The FLAT PURCHASER hereby unconditionally agrees to pay his proportionate amount of stamp duty, registration fee, legal expenses and incidental expenses, as may be determined by the BUILDER, without disputing the same and further to extend his full co-operation and join such society and for this purpose to submit and sign all necessary applications, forms, bye-laws and other related documentation, necessary to form and register the said society. The BUILDER will extend all necessary assistance to form and register such society but the cost and expenses in this regard shall be borne jointly by all the purchasers of premises in the SAID PROJECT including the FLAT PURCHASER herein. Prior to handing over the

possession of the SAID FLAT and pending the formation of the society, the BUILDER may collect a proportionate contribution (see Clause [3] above) from the FLAT PURCHASER for meeting the common expenses on security, electricity, gen-set, house-keeping etc. of the SAID PROJECT and the FLAT PURCHASER agrees to pay the same on demand.

17. The FLAT PURCHASER shall observe and perform all the rules and regulations which the proposed co-operative housing society mentioned in Clause (16) above may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for management and maintenance of the SAID PROJECT including the SAID FLAT therein and for the observance and the performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies and also pay and contribute regularly and punctually towards the expenses or other outgoings, as may be determined by the said society.
18. The deed of sale or conveyance deed referred to in Clause (16) above shall be drawn up by the BUILDER. The FLAT PURCHASER shall not be entitled to demand changes of any nature or object, in any manner, to the draft of the same. The FLAT PURCHASER shall bear proportionate cost of all expenses in this connection including stamp duty, registration fee, incidental expenses and legal expenses, as determined by the BUILDER.
19. Any taxes, charges or outgoings levied by the Village Panchayat, Electricity Department, PWD or any other authorities, as may be applicable to and/or levied upon the SAID FLAT upon its completion, shall be to the account of the FLAT PURCHASER from the date the SAID FLAT is offered to the FLAT PURCHASER as per Clause (15) above, irrespective of whether the FLAT PURCHASER has actually taken possession of the SAID FLAT or not.
20. The FLAT PURCHASER, for himself and with the intention to bind all persons into whose hands the SAID FLAT may come in future, doth hereby covenant with the BUILDER as follows:
 - a) that "the proportionate undivided share of land corresponding to the floor area of the SAID FLAT", is PURELY NOTIONAL and the FLAT PURCHASER shall never ask for partition of the same or ask for pre-emption rights over the remaining part of the SAID PLOTS nor enjoy any usufruct rights in respect of the said "proportionate undivided share of land corresponding to the floor area of the SAID FLAT".
 - b) that the SAID FLAT shall be used strictly for residential purposes and not for commercial purposes such as Office etc., irrespective of whether such commercial use or for that matter any other use is permitted by prevailing laws/rules of the

Government Authorities. Further, in the use of the SAID FLAT, the FLAT PURCHASER shall not cause nuisance or inconvenience to other purchasers of other flats in the SAID PROJECT.

- c) that he shall maintain the SAID FLAT in good condition at his own cost from the date possession of the SAID FLAT is taken and shall not do or suffer to be done, anything in or to the building in which the SAID FLAT is situated, including staircase or any passage/s, or in any way change/alter or make addition in or to the building in which the SAID FLAT is situated and/or to the SAID FLAT itself and/or which may affect the structural stability/strength of the building or any part thereof and/or which may be against the rules, regulations or bye-laws of concerned local or any other authority and in any of such cases the FLAT PURCHASER hereby agrees that he alone, shall be responsible to any competent authority and/or to the other flat owners in the SAID PROJECT and/or any other concerned third parties, for any violations committed in this regard and for all consequences, thereof, including to third parties.
- d) that he shall never lay claim to any area beyond the outer walls of the SAID FLAT and shall always keep open the landing/passage outside the SAID FLAT to allow free and un-restricted movement of the other flat owners in the SAID PROJECT.
- e) that the open spaces and the unsold premises and other areas, not specifically allotted to any person, if any, shall remain the property of the BUILDER, until the conveyance/transfer/allotment of the same, to the society.
- f) that all unused floor area (FAR) of the SAID PROJECT and/or the SAID PROPERTY, belongs exclusively to the BUILDER in perpetuity, until the same is used by the BUILDER as per his own discretion and disposed by him subsequently.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the SAID FLAT and/or the said "proportionate undivided share of land corresponding to the floor area of the SAID FLAT" and proposed building thereon or any part thereof. The FLAT PURCHASER shall have no claim, save and except in respect of the SAID FLAT hereby agreed to be purchased by him under the terms and conditions herein stated.

22. Any delay tolerated or indulgence shown by the BUILDER in enforcing the terms of this Agreement or any forbearance or giving of time to the FLAT PURCHASER by the BUILDER shall not be construed as a waiver on the part of the BUILDER of any breach or non-compliance of any of the terms and conditions of this Agreement by the FLAT PURCHASER nor shall the same in any manner prejudice the rights of the BUILDER.

23. The parties hereto agree that any document containing additional terms and conditions pertaining to this Agreement which may be signed hereafter by the concerned parties hereto, shall form an integral part of this Agreement and shall be binding upon such parties.
24. The respective addresses of the parties hereto for the purpose of correspondence and/or notices in connection with this Agreement shall be as specified below and any correspondence, notice or communication sent to such addresses by hand delivery, registered post, email, shall be deemed to have been validly served/received:
- | | |
|--------------------------|----------------------------------|
| BUILDER'S ADDRESS | FLAT PURCHASER'S ADDRESS: |
| <i>(with email)</i> | <i>(with email)</i> |
25. Notwithstanding anything herein contained, the ownership of the SAID FLAT shall, at all times, vest solely in the BUILDER until and unless the FLAT PURCHASER pays the BUILDER all amounts due to him and the possession of the SAID FLAT is handed over by the BUILDER to the FLAT PURCHASER under the terms hereof.
26. The BUILDER shall allot one car parking space free of cost on the ground floor to the FLAT PURCHASER in the parking plan to be finalised by the BUILDER upon completion of the SAID PROJECT. The allotment done by the BUILDER shall be final and binding upon the FLAT PURCHASER.
27. The BUILDER shall have the right to change/alter the elevation and/or colour scheme of the building in the SAID PROJECT, as deemed fit and proper by the BUILDER.
28. This Agreement contains the whole agreement between the BUILDER and the FLAT PURCHASER, with the consent of the CONFIRMING PARTY, in respect of the subject matter of this Agreement and shall not be modified, otherwise than by in writing duly signed by the parties hereto. There are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The FLAT PURCHASER hereby expressly admits, acknowledges and confirms that no terms and conditions, particulars or information, whether oral or written or otherwise given or made or represented, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, have induced the FLAT PURCHASER to enter into this Agreement.
29. The CONFIRMING PARTY has given their consent to the sale/purchase of the SAID FLAT by and between the BUILDER and the FLAT PURCHASER as per the terms herein contained and the CONFIRMING PARTY bears no responsibility towards the FLAT PURCHASER in respect of the construction and delivery of SAID FLAT by the BUILDER.

30. Any dispute between the parties hereto touching any of the matters of this Agreement shall be resolved by Arbitration in terms of Indian Arbitration & Conciliation Act 1996. Legal jurisdiction for this Agreement shall be "at Vasco da Gama" in the State of Goa.
31. The BUILDER has registered the SAID PROJECT under the provision of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Goa Real Estate Regulatory Authority under No. _____.
32. As on the date hereof, the possession of the SAID FLAT is not given to the FLAT PURCHASER and the same shall be handed over after executing appropriate document.

SCHEDULE I

(Description of the "SAID PLOTS")

(1) All that plot bearing Survey No. 1/1-D of Dabolim Village, with an area of 635 sq. mtrs. and bounded on the East by strip of open land and thereafter by road leading to Bogmalo Village; on the West by 6.00 mtrs. wide sub-division road; on the North by plot No. 14 bearing Survey No. 1 Sub-division No. 1 and on the South by plot bearing Survey No. 1 of sub-division No. 1-E

(2) All that plot bearing Survey No. 1/1-E of Dabolim Village, with an area of 634 sq. mtrs. and bounded on the East by strip of open land and thereafter by road leading to Bogmalo Village; on the West by 6.00 mtrs. wide sub-division road; on the North by plot bearing Survey No. 1 Sub-division No. 1-D and on the South by land belonging to Comunidade of Sancoale bearing Survey No. 1, sub-division Nos. 1 and 2.

The above two plots are amalgamated into one single plot of 1269 sq.mtrs., for the purpose of development and the said amalgamated plot of land is bounded as under:

On the East : by strip of open land and thereafter by road leading to Bogmalo Village
On the West : by 6.00 mtrs. wide sub-division road.
On the North : by plot No. 14 bearing Survey No. 1 sub-division No. 1
On the South : by land belonging to Comunidade of Sancoale bearing Survey No. 1, Sub-division Nos. 1 and 2

SCHEDULE II

(Description of the 'BIGGER PROPERTY')

All that property known as "Um Terreno Oiteiral", admeasuring 23,300 sq. mtrs., including the two plots described in Schedule-I above, described in the Land Registration Office of Salcete at Margao under no. 24972 (New Series) and enrolled in the Taluka Revenue Office under Matriz No. 804, surveyed under Survey No. 1 Sub-Div. 1 of Village Dabolim, situated at Dabolim, within the jurisdiction of the Village Panchayat of Chicalim, Sub-District/Taluka of Mormugao, and bounded as under:

East : Partly by road and partly by property surveyed under No. 65/1
West : By Property surveyed under No. 71/1
North : By Road
South : By Road

SCHEDULE III

(Description of the "SAID FLAT")

All that flat identified as Flat No. _____, on the _____ floor in the Project "The Miguel-Prime Residency", to be constructed on the said amalgamated plot with the building specifications set out in "SCHEDULE IV" hereunder written, having a carpet area (as defined under RERA) of _____ sq. mtrs. as per the approved floor plan annexed hereto as "ANNEXURE-A" and bounded as follows:

On the East :
On the West :
On the North :
On the South :

SCHEDULE IV

ORIGINAL BUILDING SPECIFICATIONS OF THE SAID FLAT

Important Note:

The exact make, model, brand, type of the various materials and fittings, mentioned in these specifications shall be chosen and/or selected by the Builder alone. The Flat Purchaser is entitled to only make alternate choices wherever permitted by the Builder and not to dispute the choices made by the Builder.

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1. **STRUCTURE:**

The building shall have a framed structure of columns, beams and slabs constructed in M25 Reinforced Cement Concrete (R.C.C.) as per the designs and drawings of the Structural Engineer of the Project.

2. **MASONRY (Walls):**

The external masonry shall be constructed in laterite stone or cement concrete blocks or clay blocks and the internal masonry shall be constructed in 10 cm thick fly ash bricks and/or cement concrete blocks.

3. **PLASTER:**

Internal columns, beams, slabs and masonry shall be provided with gypsum plaster and balconies shall be provided with cement plaster.



4. **DOOR FRAMES, SHUTTERS AND WINDOWS:**

a) **DOOR FRAMES:**

All door frames shall be of size 4" x 2 ½". Main door frame shall be in teakwood and internal door frames shall be in mattiwood or salwood. Door frames shall be finished in french hand polish while toilet/bath door frame and external side of door frames leading to balconies shall be painted.

b) **DOOR SHUTTERS:**

Main door shall be 90cm wide; 30mm thick, of teakwood. Internal doors shall be 80 cm wide; 30mm thick, good quality marine flush doors. Toilet doors shall be 70cm wide factory made fibre-glass doors. Wooden shutters shall be finished in french hand polish and fiberglass door shutters shall be painted. Necessary iron mongery shall be provided.

c) **WINDOWS:**

Windows shall be powder-coated aluminum frame with sliding shutters and 4 mm thick opaque glass panels with rubber beading. Ventilators in toilet/bath shall also be in similar aluminum frame with fixed panel of opaque glass immediately above sill and aluminum movable louvers with glass panels above. MS grills shall be provided for all windows and ventilators.

5. **TILING:**

All flooring, except toilet/bath shall be carried out in plain ivory 2ft x 2ft vitrified tiles, laid joint-free, in cement mortar bedding. The flooring of toilet/bath shall be carried out in non skid ceramic tiles and wall cladding in glazed ceramic tiles. [sizes of toilet/bath floor and wall tiles shall be decided by the Builder at the appropriate time].

6. **SANITARY-WARE AND BATH FITTINGS (per toilet cum bathroom):**

One Western style WC OR Indian pan and one wash basin of size 22" x 16", in white colour only, shall be provided. Exhaust fan shall be provided in ventilator. One soap dish near wash basin and one soap dish near bath area will be provided. One geyser, of around 10 litres shall be provided. Plumbing fittings shall be pillar cock for wash basin, 2-way wall mixer for shower area and 1-way health faucet for toilet area, along with related fittings.

7. **KITCHEN PLATFORM & DADDO:**

Kitchen platform of black polished granite shall be erected on kadappa vertical supports and provided with one single bowl SS kitchen sink and sink cock. Back-splash daddo tiling upto 60 cms height shall be provided in light colour glazed ceramic tiles.

8. **ELECTRICALS: (No electricals fittings are provided)**

Electricity connection shall be provided by Electricity Department, Government of Goa (as per policy of Electricity Department). Independent 3-phase electrical meter and wiring in concealed conduits shall be provided. The list of electrical points for the flat is as follows:



a) **Living**

|                 |   |       |
|-----------------|---|-------|
| Light Point     | - | 5 nos |
| Fan point       | - | 2 nos |
| 5-amps point    | - | 4 nos |
| Telephone point | - | 1 no  |
| TV point        | - | 1 no  |
| Door bell point | - | 1 no  |

b) **Kitchen**

|                                 |   |       |
|---------------------------------|---|-------|
| Light point                     | - | 2 nos |
| Fan point                       | - | 1 no  |
| 5-amps point (for water filter) | - | 1 no  |
| 5-amps point (general use)      | - | 2 nos |
| 15-amps point (Fridge)          | - | 1 no  |
| 15-amps point                   | - | 1 no  |
| Exhaust fan point               | - | 1 no  |

c) **Bedroom (each)**

|              |   |       |
|--------------|---|-------|
| Light point  | - | 2 nos |
| Fan point    | - | 1 no  |
| 5-amps point | - | 2 nos |
| AC point     | - | 1 no  |

d) **Toilet (each)**

|                            |   |       |
|----------------------------|---|-------|
| Light point                | - | 2 nos |
| 15-amps point (for geyser) | - | 1 no  |
| Exhaust fan point          | - | 1 no  |

e) **Balcony (each)**

|             |   |      |
|-------------|---|------|
| Light point | - | 1 no |
|-------------|---|------|

f) **Passage**

|              |   |       |
|--------------|---|-------|
| Light point  | - | 2 nos |
| 5-amps point | - | 1 no  |

9. **Invertor ready wiring** (invertor not supplied)

10. **PAINTING:**

All external surfaces of the building shall be finished with cement based premium exterior paint, of approved brand, in colour scheme decided by the Builder. Internal walls of the flat in all rooms shall be finished with one coat of cement primer and lambi. Final painting of all wall surfaces in two coats of pastel colour acrylic distemper, of reputed brand, in colour



scheme (pastel colours only) chosen by the Flat Purchaser. The ceilings of all rooms shall be finished in white colour.

**11. WATER SUPPLY, PLUMBING & DRAINAGE:**

Water supply shall be provided by Public Works Department, Government of Goa (as per availability and policy of the PWD), through a common meter for all flats. Sump and overhead tank of adequate size and water pump shall be provided. Distribution of water shall be only from overhead water tank through plumbing lines connected to each flat (no direct line to any flat). All plumbing water lines shall be provided in CPVC piping. Rain water and sewerage drainage shall be provided in PVC piping. Sewerage lines shall run underground through PVC with chambers and traps, connected to P.W.D. main sewerage line.

**12. ELEVATOR**

The building shall be provided with common elevator/s along with diesel genset power back-up.

**SCHEDULE-V**

**AGREED SCHEDULE OF PAYMENT**

[for basic price of the Said Flat]

| Stage       | Particulars of Stage Payment                                     | %      | Amount (Rs) |
|-------------|------------------------------------------------------------------|--------|-------------|
| 1           | Signing of this Agreement                                        | 10.00% |             |
| 2           | Completion of plinth of the building                             | 15.00% |             |
| 3           | Casting of the first floor slab of the building                  | 8.75%  |             |
| 4           | Casting of second floor slab of the building                     | 8.75%  |             |
| 5           | Casting of third floor slab of the building                      | 8.75%  |             |
| 6           | Casting of fourth floor slab of the building                     | 8.75%  |             |
| 7           | Casting of roof/terrace slab of the building                     | 8.75%  |             |
| 8           | Completion of external masonry of the flat                       | 8.75%  |             |
| 9           | Completion of internal masonry of the flat                       | 8.75%  |             |
| 10          | Completion of internal and external plaster of the flat          | 8.75%  |             |
| 11          | Completion of the flat in all respects                           | 5.00%  |             |
|             | <b>TOTAL</b>                                                     |        |             |
| <b>Note</b> | All taxes, as applicable, shall be charged, at prevailing rates. |        |             |

**IN WITNESS WHEREOF** the parties hereto have herewith set and subscribed their respective hands on the day, month and year first hereinabove written.



**SIGNED SEALED AND DELIVERED** )  
by the within-named **BUILDER,** )  
**PRIME BUILDERS,** through its Sole )  
Proprietor, **MR ANTHONY CEDRIC DIAS** )\_\_\_\_\_

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

**SIGNED SEALED AND DELIVERED** )  
by the within-named **CONFIRMING PARTY** )  
**MR. EDDY LAZARUS THADDEUS RODRIGUES** and )  
**MRS. CALAZANCIA JOSEFINA HENRIQUETA RODRIGUES** )  
through their duly constituted Attorney )  
**MR. ANTHONY CEDRIC DIAS** )\_\_\_\_\_

**IN THE PRESENCE OF WITNESSES :**

1) SIGNATURE : \_\_\_\_\_

NAME : \_\_\_\_\_

2) SIGNATURE : \_\_\_\_\_

NAME : \_\_\_\_\_