

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made at Panaji, Goa on this _____ day of _____ of the year **2017** [/ /**2017**].

BETWEEN

1. **MILROC GOOD EARTH DEVELOPERS**, (PAN NO. AAYFM4095P), a partnership firm duly constituted under the Indian Partnership Act, 1932, having its office at 501, Fifth floor, Milroc Lar Menezes, Swami Vivekanand Road, Panaji, Goa, herein represented by its Partner, **MR. KULASEKHAR KANTIPUDI** , (PAN NO. AAUPK0922H), son of Mr. K. Chandramohan, aged 49 years, Indian National, Married, Businessman, residing at “Kasturi”, Plot No. E-11, La Citadel Colony, Dona Paula, Goa, hereinafter referred to as the **“PROMOTER”**, (which expression shall unless it be repugnant to the context or meaning thereof mean and include its Partners of the said firm for time being, their respective heirs, successors, legal representatives and assigns,) **OF THE FIRST PART;**

AND

2. **MR./MRS.** _____, (PAN NO. _____), (AADHAR CARD No. _____), son/wife of Mr. _____, aged ___ years, Service/business, Married/ Single, Indian National/ Overseas Citizen of India (OCI Card No. _____), Contact No. _____, R/o _____, Pin Code: _____, hereinafter referred to as the **“ALLOTTEE/S”**, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include **his/her/their** heirs, successors, legal representatives and assigns), **OF THE OTHER PART.**

WHEREAS:-

1. There exists a property known as “MODVOLANCHEM TOLLEM” situated at Pilar, within the Limits of Village Panchayat of St. Andre (Goa Velha), Taluka of Tiswadi, Registration Sub District of Ilhas, District of North Goa, State of Goa, described in the Land Registration office of Ilhas under description no. 1565 of Book B-4 new and having Matriz no. 790, 791 & 792 this property is surveyed under Survey No.33/1, totally admeasuring 66,925 square meters, more particularly described in Schedule I, (hereinafter called as “THE SAID PROPERTY”).
2. Mrs. Laximibay Govind Keni alias Smt. Maduri Vamona Sinai Narcornim, Shri Narayan Govind Keny, Smt. Nutan Narayan Keny, Shri

Gajanan Govind Keny and Smt. Usha Gajanan Keny are the lawful and exclusive owners of the SAID PROPERTY.

3. The PROMOTER has acquired right, title and interest in the SAID PROPERTY vide Agreement for Sale dated 27/05/2014 found registered under no. 28 at pages 94 to 125 in Book No. I, Volume No. 2254 on 09/06/2014 in the office of the Sub Registrar of Ilhas at Panaji, Goa.
4. Under an Agreement dated 27/05/2014 between the Owners and the PROMOTER, the PROMOTER is developing the SAID PROPERTY into a project to be known as and shall hereinafter be referred to as "**MILROC COLINA**".
5. The project shall be deemed to comprise of 3 phases as per the plan hereto annexed:-
 - i) Phase I admeasuring about 5,793.46 square meters.
 - ii) Phase II admeasuring about 35,378.54 square meters.
 - iii) Phase III admeasuring about 25,753.00 square meters.
6. The aforesaid Phase I, II and III are three distinct building projects with the Phase I being retained by the Owners, Phase II to be developed by the PROMOTER for sale of units constructed therein to prospective Allottee/s and Phase III shall be retained by the PROMOTER for them.
7. The PROMOTER is at present, developing Phase I and II of **MILROC COLINA** in the SAID PROPERTY. The units constructed to be sold to prospective ALLOTTEE/S shall constitute the Phase II of the **MILROC COLINA** which is described in detail in Schedule II hereafter written.
8. The PROMOTER has obtained the requisite approvals as stated herein below for developing the Phase II of **MILROC COLINA**:
 - a. Conversion Sanad dated 22/02/2013 with reference no. RB/CNV/TIS/COLL/29/2011 issued by the Collector, Tiswadi, North Goa, Panaji, Goa.
 - b. Environmental clearance dated 04/06/2015 with reference no. 3-181-2010/STE-DIR/120 read with amendment dated 01/07/2015 reference no.3-181-2010/STE-DIR/125 is issued by the Goa State Environment Impact Assessment Authority, Panaji, Goa.

- c. Technical Clearance Order dated 02/12/2015 with reference no. TIS/7285/GVL/TCP/15/1499 issued by the Deputy Town Planner, Panaji, Goa.
- d. Construction Licence dated 10/06/2016 with reference no. VP/SA/TIS/2016-17/228 issued by the Village Panchayat of St. Andre (Goa Velha).
9. The ALLOTTEE/S is/are desirous of owning a residential flat in the Said Phase II of **MILROC COLINA** and have identified Flat No._____, Block No._____ located on the _____ floor admeasuring _____ sq.mts of carpet area [which area includes dimensions taken from unfinished wall to wall in the interior of the SAID FLAT in Phase II] and corresponding to a built up area of _____ sq.mts., which Flat shall hereinafter be referred to as the SAID FLAT in Phase II and is/are described in detail in Schedule III hereafter written and for greater clarity shown delineated in red on the Plan annexed hereto.
10. The PROMOTER, at the request of the ALLOTTEE/S has/have agreed to construct for the ALLOTTEE/S and the ALLOTTEE/S has/ have agreed to purchase the SAID FLAT in Phase II for a total consideration of **Rs. _____/- (Rupees _____ Only)** which consideration includes the cost of corresponding undivided share in the land and subject to the further terms and conditions hereafter appearing.
11. The ALLOTTEE/S has/have agreed to pay the abovesaid sum of **Rs. _____/- (Rupees _____ Only)** and the other incidental amounts in the manner stipulated herein and have also agreed to abide by the other terms and conditions stipulated hereafter.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. PREMISES:

- (a) The PROMOTER agrees to sell to the ALLOTTEE/S, and the ALLOTTEE/S agrees/s to purchase from the PROMOTER, the SAID FLAT in Phase II viz. Flat No. _____ admeasuring _____ sq. meters of carpet area [which area includes dimensions taken from unfinished wall to wall in the interior of the SAID FLAT in Phase II] and corresponding built up area of _____ sq. meters

located on the _____ floor of Block No _____ of Phase II of **MILROC COLINA**, which Flat is described in detail in Schedule No. III hereafter written and shown delineated in red boundary line on the plan annexed hereto, in accordance with Specifications as contained in Schedule IV hereafter written.

- (b) (i) The PROMOTER has incorporated a central parking zone in Phase II which shall comprise of open parking space to facilitate ALLOTTEE/S in Phase II to park their vehicles.
- (ii) The PROMOTER shall provide the ALLOTTEE/S one car parking in the aforesaid open parking space and the same will be allocated to the ALLOTTEE/S at the time of possession of the SAID FLAT in Phase II of **MILROC COLINA**.
- (c) The PROMOTER shall have exclusive rights of all additional FAR, if any, made available to the said Phase II until the execution of a conveyance deed or sale deed with the society/ association or with each allottee/s or such entity formed by the premises owners of the Phase II of **MILROC COLINA** respectively. The PROMOTER shall also have the option to amalgamate the SAID PROPERTY with adjoining Plots and/or Sub-divide the same.

2. CONSIDERATION:-

- (a) The ALLOTTEE/S shall pay the stipulated consideration of _____ as per the mode of payment specified in Schedule no. V hereafter written on or before the dates provided therein.
- (b) The above said sum of _____ includes the cost of the incidence of land proportionate to the carpet area of the SAID FLAT in Phase II.
- (c) The above-mentioned consideration is based on the present market price of materials, labour and services. It is expressly agreed between the parties hereto that in the event of the cost of development increasing by more than 10% beyond the cost of development as on the date of this agreement, by reason of escalation in the price of the construction materials, wages of labour, etc, the PROMOTER shall be entitled to an extent of the

increase in the cost of development as may be certified by the Architect / Engineer of the PROMOTER, to increase such additional consideration and the same shall be payable proportionately by the ALLOTTEE/S to the PROMOTER along with the unpaid balance consideration.

- (d) If the ALLOTTEE/S commit default in payment of any of the installments aforesaid on its respective due dates, and/or in observing and performing any of the terms and conditions of this Agreement, the PROMOTER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of 30 (Thirty) days. The PROMOTER shall, however, on such termination, refund to the ALLOTTEE/S the amounts, if any, which may have till then been paid by the ALLOTTEE/S to the PROMOTER without any further amount by way of interest or otherwise. Upon receipt of the said refund the ALLOTTEE/S shall have no claim, whatsoever against the PROMOTER.
- (e) The PROMOTER on terminating this Agreement under the clause 2(d) hereinabove, shall be at liberty to allot and dispose off the SAID FLAT in phase II to any other person as the PROMOTER deems fit, for such consideration as the PROMOTER may determine and the ALLOTTEE/S shall not be entitled to question this act of the PROMOTER or to claim any amount from the PROMOTER.
- (f) Without prejudice to the other rights of the PROMOTER under this Agreement and/or in law, the ALLOTTEE/S shall be liable to pay to the PROMOTER, interest at the rate of 10% p.a., on all amounts due and payable by the ALLOTTEE/S under this agreement, as per the mode of payment specified in Schedule no. V. However in the event of default by the ALLOTTEE/S in payment of more than 2(two) installments, the PROMOTER shall be entitled to terminate this agreement. Upon termination, the ALLOTTEE/S shall be settled as stated in Clause 2(d) and (e) hereinabove.
- (g) The PROMOTER shall have a first lien and charge on the SAID FLAT in Phase II in respect of any amount payable by the ALLOTTEE/S to the PROMOTER under the terms and conditions of this agreement.

3. CHANGES:-

- (a) (i) Minor Changes or additions or extra items, if required by the ALLOTTEE/S in the SAID FLAT in Phase II shall be permissible only in the construction stage. These changes shall be incorporated only upon the approval from the Architect, whose decision shall be final and binding on both the parties. The ALLOTTEE/S has/have to give prior written requisition of such minor changes and/or additions and /or extra items made by the ALLOTTEE/S, extra cost of which shall be paid by ALLOTTEE/S, in advance and in the manner as determined by the PROMOTER. In such an event the time limit for handing over the SAID FLAT in Phase II shall stand revised as decided by the PROMOTER.
- (ii) No changes shall be permissible if the Construction of the SAID FLAT in Phase II is at an advance stage or is virtually completed.
- (b) It is hereby agreed that the PROMOTER shall be entitled, and is hereby permitted to make such variations and alterations in the building plans or in the layout/elevation of the building including all structures/buildings/Swimming Pool/ and/or varying the location of the access to the building, as the exigencies of the situation and/or the circumstances and/or due to architectural and structural reasons and /or in any other case that may require such changes for better planning and development of **MILROC COLINA** from time to time. Such changes shall be carried out after obtaining the requisite permission of Competent Authorities, if required.
- (c) It is further agreed that the PROMOTER shall be entitled to amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to or from the SAID PROPERTY, if any. If and when construction comes up in such properties, adjoining the SAID PROPERTY, or in the remaining portion of the SAID PROPERTY, the same shall, at the discretion

of the PROMOTER, either form part of **MILROC COLINA** or shall be a distinct project not connected with **MILROC COLINA**. The ALLOTTEE/S hereby give/s his/her/their/it's express consent to the above and it shall be considered as consent in writing of the ALLOTTEE/S required by law.

- (d) The PROMOTER shall be entitled to unilaterally revise the plans and/or specifications relating to (i) the exterior of **MILROC COLINA** (ii) all common structures/ areas/ amenities in and around **MILROC COLINA**, including adding/modifying/deleting/relocating any such structures/ areas/amenities.
- (e) The location or placement of various amenities to be provided in **MILROC COLINA**, including but not restricted to Generator, Transformer, Compost Station, Waste Collection Centre, etc. shall be solely decided by the PROMOTER and the PROMOTER shall have the sole discretion to change the location or placement of any such amenities.
- (f) In the event, on account of change in plans or for any other reasons, the carpet area of the SAID FLAT in Phase II is increased, the ALLOTTEE/S shall be liable to pay to the PROMOTER for the extra area, at such rate as may be calculated by the PROMOTER. Similarly if the carpet area of the SAID FLAT in Phase II is decreased, the PROMOTER shall be liable to refund to the ALLOTTEE/S the amount corresponding to the differential area at such rate as may be calculated by the PROMOTER.
- (g) The SAID FLAT in Phase II shall be constructed in accordance with the specifications contained in Schedule No. IV hereafter written, it being agreed and understood that the PROMOTER shall have the right to alter the specifications.

4. DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

- (a) The PROMOTER shall complete the construction of the SAID FLAT in Phase II on or before ____ **months** from the date of signing this agreement, subject to an extension of further 6 months, and thereafter obtain the requisite Occupancy certificate

from the Competent Authorities, PROVIDED, all amounts due and payable by the ALLOTTEE/S under this agreement are paid by the ALLOTTEE/S to the PROMOTER.

- (b) Upon receipt of the requisite Occupancy Certificate and upon receipt of all the dues payable by the ALLOTTEE/S to the PROMOTER. The PROMOTER shall intimate the same to the ALLOTTEE/S and the ALLOTTEE/S shall, within 15 days from the receipt of the notice, take delivery of the SAID FLAT. The PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in Phase II, in accordance with this Agreement; and shall not be responsible in any manner whatsoever, if the ALLOTTEE/S has/ have delayed in taking the delivery of the SAID FLAT.

Failure to take delivery of the SAID FLAT in Phase II, within a period of 15 days from the receipt of the notice from the PROMOTER, will not exonerate the ALLOTTEE/S from his/her/its/their liability to pay the outgoings such as Panchayat Taxes, Electricity Charges, Water Charges Maintenance charges etc. from the date of intimation to the ALLOTTEE/S that the flat is ready for possession.

From the date of the intimation to the ALLOTTEE/S that the SAID FLAT in Phase II is ready for possession, the responsibility /liability for maintenance of the SAID FLAT in Phase II in **MILROC COLINA** shall be of the ALLOTTEE/S.

- (c) Before taking the possession of the SAID FLAT in Phase II and within 15 days of receipt of notice from the PROMOTER that the SAID FLAT in Phase II is ready for occupation, the ALLOTTEE/S shall inspect the SAID FLAT in Phase II and satisfy himself/ herself/ themselves/itself that the same has been constructed as per plan and specifications. After such verification, the ALLOTTEE/S shall be bound and liable to take possession of the SAID FLAT in Phase II within the said stipulated time by signing the possession certificate and shall not thereafter be entitled to raise any objection, dispute or contention in these respects. Upon the ALLOTTEE/S taking possession of the SAID FLAT in Phase

II, he/she/it /they shall have no claim against the PROMOTER in respect of any item of work in the SAID FLAT in Phase II which may be alleged not to have being carried out or completed.

- (d) The PROMOTER shall not incur any liability if it is unable to deliver the possession of the SAID FLAT in Phase II as stipulated in Clause 4(a) to the ALLOTTEE/S, if the completion of the project is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any Court/Forum and/or any other Public or Competent Authority or for any other reason beyond the control of PROMOTER and in any of the aforesaid events, the PROMOTER shall be entitled to reasonable additional extension of time for delivery of the SAID FLAT in Phase II.
- (e) Upon completion of the individual block premises, the PROMOTER shall apply for the occupancy Certificate/s or any other requisite certificate/s from Competent Authorities required before possession. The PROMOTER shall not be responsible for the delay/ non delivery of the SAID FLAT in Phase II, on account of the delay in issuance of the Occupancy Certificate/s or any other requisite certificate/s required before possession by the Competent Authorities.
- (f) In case of delay in handing over possession of the SAID FLAT in Phase II as mentioned in clause 4 (a) or for any reasons other than those cited in Clause 4(d) and (e) hereinabove, the ALLOTTEE/S shall be entitled to Liquidated Damages of Rs.3,000/- (Rupees Three Thousand only) per month.
- (g) If for reasons other than the ones stipulated hereinabove in clause 4 (d) and (e), the PROMOTER is unable to or fails to give delivery of the SAID FLAT in Phase II to the ALLOTTEE/S, within the date specified in Clause 4(a) hereinabove, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the ALLOTTEE/S shall give notice to the PROMOTER;

- I. Of terminating this Agreement, in which event the PROMOTER shall within 30 days from the receipt of such notice, refund to the ALLOTTEE/S the amounts, if any, that may have been received by the PROMOTER from the ALLOTTEE/S in respect of the SAID FLAT in Phase II without interest and /or
 - II. Opt to continue to hold the SAID FLAT in Phase II allotted to the ALLOTTEE/S in accordance with Clause 4(f) hereinabove.
- (h) If for the reason mentioned in Clause 4(g) (sub clause (I)) above, the agreement is terminated and the PROMOTER fails to make the payment within 30 days from the date of termination, then the PROMOTER shall be liable to pay to the ALLOTTEE/S an interest at the rate of 10 % per annum, on the amounts if any received by the PROMOTER from the ALLOTTEE/S towards the purchase of the SAID FLAT in Phase II. Such interest shall be calculated on the amounts to be refunded to the ALLOTTEE/S from a date 30 days beyond the date of termination till payment.
- (i) Upon such termination as stated in Clause 4(g) (sub clause (I)), neither Party shall have any claims against the other in respect of the SAID FLAT in Phase II or in whatsoever manner arising from and out of this Agreement and the PROMOTER shall be at liberty to allot and dispose off the SAID FLAT in Phase II to any other person for such consideration and upon such terms and conditions as the PROMOTER may deem fit.
- (j) The ALLOTTEE/S shall use the SAID FLAT in Phase II strictly only for residential purpose. The ALLOTTEE/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal, immoral, prejudicial to the norms of decency or etiquette or which cause air pollution/water pollution, sound pollution or cause any other pollution or discharge of any material gases, chemicals etc. which are hazardous to health and environment or cause nuisance or inconvenience to the adjoining residents in the project.

- (k) The ALLOTTEE/S shall only avail of the facility of cables provided for television by the PROMOTER and overhead cables/wires shall not be permitted.
- (l) The ALLOTTEE/S shall not have any right to plant or own individually any trees in any portion of the said phase II. The PROMOTER shall do all the landscaping work and maintain the same as per the terms and conditions of Contract of Common Services which will be signed between the PROMOTER and ALLOTTEE/S as per clause no.9 (e) hereafter written.
- (m) The ALLOTTEE/S shall, from the date of possession, maintain the SAID FLAT in Phase II, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his/her/their/it's cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT in Phase II and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

5. TRANSFER BEFORE POSSESSION:-

- (a) The ALLOTTEE/S shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of the Agreement or part with delivery of the SAID FLAT in Phase II until all the dues payable by him/her/them/it to the PROMOTER under this Agreement are fully paid up and that too only if the ALLOTTEE/S has/have not been guilty of any breach or non-observance of the terms and/or conditions of this Agreement and until he/she/they/it obtain/s the previous consent in writing of the PROMOTER.
- (b) In the event the ALLOTTEE/S wishes to transfer or assign his/her/their/it's rights under this agreement to a third Party other than son/daughter of the ALLOTTEE/S, the PROMOTER shall act as a confirming party to such a transfer/assignment agreement and all rights and obligations of the ALLOTTEE/S

shall be conferred upon the Transferee for which the PROMOTER shall receive a transfer fee of **Rs. 50,000/-** (Rupees Fifty Thousand Only) per flat in case such transfer is sought within two years of execution of this Agreement; and thereafter an amount of **Rs.40,000/-** (Rupees Forty Thousand Only) per flat shall be payable to the PROMOTER until Conveyance is executed in favour of the ALLOTTEE/S or his/her/its/their assignee/s and/or nominee/s and/or the Society proposed to be formed of all such allottee/s. Notwithstanding the above, the PROMOTER shall retain the right to refuse a transfer till the completion of the Development without assigning any reasons whatsoever.

6. DEFECTS:-

Upon the ALLOTTEE/S taking delivery of the SAID FLAT in Phase II as stated in Clause 4(c) hereinabove, they shall have no claim against the PROMOTER in respect of any item of work in the SAID FLAT in Phase II which may be alleged not to have been carried out or completed. Cracks due to moisture changes, temperature variations, chemical reaction and dampness shall not be considered as defective work. Similarly, the PROMOTER shall not be responsible for colour size variations in painting, flooring tiles, dado tiles, glazed tiles, any natural stone like marble, granite, any sanitary fittings, expansion and contraction in wood or any other material etc.

7. OUTGOINGS:-

(a) The ALLOTTEE/S shall on or before delivery of the SAID FLAT in Phase II keep deposited with the PROMOTER the following amounts:

1. Rs. _____/- for Infrastructure tax.
2. Rs. _____/- for other charges, (non-refundable).
3. Rs. _____/- for legal fees, (non-refundable).
4. Rs. _____/- towards membership of the Entity.
5. Rs. _____/- interest free deposit (transferable to the Society/Association).

Any tax applicable on the aforesaid items from (1) to (5) and/ or any of the ALLOTTEE/S share of charges and security deposits demanded by any concerned local authority and/or Central Authority shall be borne by the ALLOTTEE/S as per actuals.

- (b) Any levy or tax of any nature, including but not limited to VAT (Value Added Tax), Sales Tax and Service Tax, if levied or becomes applicable to the project **MILROC COLINA** or on individual flats in **MILROC COLINA** including the SAID FLAT, in Phase II shall be borne by the ALLOTTEE/S and accordingly, the amount of consideration mentioned in clause 2 (a) above, shall stand revised to that extent. Upon receipt of intimation from the PROMOTER for payment of such amounts, the ALLOTTEE/S shall, within the time limit stated in such intimation, pay the same to the PROMOTER, notwithstanding the fact that the SAID FLAT in Phase II, at that point of time, may have already been transferred or its possession handed over to the ALLOTTEE/S or his/her/its/their assignee/s nominee/s or the Society and/ or Association.
- (c) The ALLOTTEE/S's share of charges and security deposits demanded by any concerned local authority of Government for giving water, electricity or any other service connection to the building which will include pro-rata payment for temporary meter and temporary electrical supply if there is a delay in obtaining the permanent connection from the Public Works Department, Goa Electricity Department or any other department for the SAID FLAT in Phase II, shall be payable by the ALLOTTEE/S in the manner to be determined by the PROMOTER. The ALLOTTEE/S agree/s to pay to the PROMOTER within seven days of demand, such share of the ALLOTTEE/S of such charges or deposit.
- (d) Any taxes, charges or outgoings levied by the Village Panchayat or any other Competent Authority exclusively pertaining to the SAID FLAT in Phase II shall be borne by the ALLOTTEE/S, from the date of intimation by the PROMOTER to the ALLOTTEE/S that the SAID FLAT in Phase II is ready for occupation, irrespective of whether the ALLOTTEE/S has/have taken the possession of the SAID FLAT in Phase II or not.

- (e) The ALLOTTEE/E agree/s to abide by and comply with the provisions of all applicable laws of land.

8. TRANSFER:-

- (a) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the SAID FLAT in Phase II or of the SAID PROPERTY or any part thereof.
- (b) The PROMOTER shall execute a Conveyance Deed only of balance area of Phase II, after deducting the area utilized for road widening as per the approved plan, from the area of 35,375 m² earmarked for Phase II, from and out of the SAID PROPERTY, along with the blocks standing therein in favour of the Co-op. Housing Society/ Association / such other entity formed by the allottee/s of the respective premise holder in Phase II of the **MILROC COLINA** or in the alternative shall convey unto each allottee/s the SAID FLAT in Phase II along with the undivided right, title and interest to the proportional undivided share in Land corresponding to the carpet area of the SAID FLAT in Phase II at the cost of the respective allottee/s in the names of all the allottee/s.’
- (c) The PROMOTER shall entirely at its discretion, decide whether to organize the formation of a Co-operative Housing Society, or Co-operative Maintenance Housing Society or an unregistered association in respect of the said Phase II. For the sake of convenience, the said Co-operative Housing Society, or Co-operative Maintenance Housing Society or an unregistered association shall hereinafter be referred to as the “ENTITY”.
- (d) Once the PROMOTER takes a decision to form the ENTITY the ALLOTTEE/S agrees and undertakes to join as member of any such ENTITY that may be formed as well as to bear all the related expenses, sign all necessary papers and extend fullest co-operation for this purpose, and pay the entrance fee, share money and advocate fees, relating to the formation of the ENTITY.
- (e) Under the Co-operative law, a Co-operative Society is formed by its promoters and members. Accordingly, it is hereby made very clear that the PROMOTER shall as matter of courtesy will only assist the

allottee/s of **MILROC COLINA** in forming a Co-operative Society or an Association of persons or such other ENTITY for holding owning and/or maintaining the said Phase II. The PROMOTER however will not be responsible for the formation and registration of the Society or Association.

- (f) The PROMOTER shall be in absolute control of the premises in Phase II, the construction of which is not financed by any person, other than the PROMOTER. In the event the PROMOTER decides to retain any premises in the Phase II, they shall join the Entity.
- (g) (i) Provided it does not in any way affect or prejudice the right of the ALLOTTEE/S in respect of the SAID FLAT in Phase II, the PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the **MILROC COLINA**.
- (ii) The ALLOTTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the PROMOTER may require from him/her/it/them from time to time in this behalf for safeguarding, inter alia, the interest of the PROMOTER and the ALLOTTEE/S.
- (iii) The ALLOTTEE/S hereby give his/her/its/their express consent to the PROMOTER to raise any loans against the SAID PROPERTY and/or **MILROC COLINA** and to mortgage the same with any Bank or Banks or any other Financial Institution or party. This consent is on the express understanding that any such loan liability shall be cleared by the PROMOTER at their expenses before the SAID FLAT in Phase II is handed over to the ALLOTTEE/S.
- (h) The ALLOTTEE/s of the Flat for himself/herself/itself/ themselves or his assignee/s and/or nominee/s with intentions to bring all persons, to whomsoever's hand the premises may come into, both hereby covenant with PROMOTER as follows:
- (i) That the ALLOTTEE/S shall from the date of taking possession of the SAID FLAT in Phase II at their own cost maintain in a good tenantable condition including internal painting in 3 years

and shall not suffer to be done anything in or to the SAID PROPERTY or to the said staircase, and/or common facilities or the compound, which may be against the rules, regulations or bye-laws of the concerned local authority or any other authorities or legal bodies, nor shall the ALLOTTEE/S change, alter and/or make any addition in or to the SAID FLAT in Phase II and/or to the said building or any part thereof including the changing of elevation by enclosure of the balcony, etc. The ALLOTTEE/S shall be responsible for any violation or breach of any of the aforesaid provisions.

- (ii) Not to store in the SAID FLAT in Phase II any goods which are considered inflammable/or otherwise hazardous or dangerous or such as are considered objectionable by any authority, or so heavy as to affect the construction of the said building adversely or storing of which goods is objected to by the concerned local authority and shall not carry or cause to be carried heavy package to upper floor which may cause damages or likely to cause damages to the staircase, common passages or any other structure of the building in which the SAID FLAT in Phase II is situated including entrances of the building in which the SAID FLAT in Phase II is situated and in case any damages is caused to the building in which the SAID FLAT in Phase II is situated or to the SAID FLAT in Phase II, on account of negligence or default of the ALLOTTEE/S in this behalf, the ALLOTTEE/S shall be liable for the consequent breach.
- (iii) To carry out at their own costs all internal repairs to the SAID FLAT in Phase II and to maintain the SAID FLAT in Phase II in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the building in which the SAID FLAT in Phase II is situated or to the SAID FLAT in Phase II which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the ALLOTTEE/S committing any act in contravention of the above provisions, the ALLOTTEE/S shall

be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

- (iv) Not to demolish or cause to be demolished the SAID FLAT in Phase II or any part thereof agreed to be taken by them. The ALLOTTEE/S is not permitted to make any alteration in the elevation and outside colour scheme of the SAID FLAT in Phase II agreed to be purchased by them. The ALLOTTEE/S shall keep the portion, sewers, drains, pipes in the SAID FLAT in Phase II and appurtenances thereto in good tenantable repair and conditions, and in particular, so as to support shelter and protect the other parts of the building in which the SAID FLAT in Phase II is situated and shall not chisel or in any other manner cause damages to columns, beams, walls, slabs or RCC pardi or other structural members or make any internal structural alterations or construction of a permanent nature in the SAID FLAT in Phase II without the prior written permission of the PROMOTER and/or the ENTITY.
- (v) Not to do or permit to be done any acts, deed, matter or thing which may render void or voidable any insurance of the said building in Phase II or cause any increased insurance premium to be payable in respect thereof.
- (vi) Not to throw dirt, rubbish, rags or other refuse or permit the same to be thrown from their SAID FLAT in Phase II or in compound or any other portion of the said building/s of **MILROC COLINA**.
- (vii) Pay to the PROMOTER within 7 days of demand by the PROMOTER his/her share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the flat is situated.
- (viii) The ALLOTTEE/S shall bear and pay any increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority and/or Government and/or other public authority.

- (ix) The ALLOTTEE/S shall not let, sublet, sell, transfer, convey, mortgage, charge encumber or deal with or dispose off or part with in any manner whatsoever, the SAID FLAT in Phase II and/or assign, underlet or part with as aforesaid any of their interest under the benefit of this agreement after the formation of the ENTITY until they obtain the previous consent in writing of the ENTITY.
- (x) The ALLOTTEE/S shall observe and perform all the rules and regulations which the ENTITY, if and when formed, may adopt in inception and additions, alterations or amendments thereof that may be made from the time to time for protection and maintenance of the said building/s and the premises, therein and for the observance and performance of the building rules and regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE/S shall also observe and perform all the stipulations and conditions laid down by the ENTITY regarding the occupation and use of the SAID FLAT in Phase II or in the said buildings/s in Phase II and shall pay and contribute regularly and peacefully towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xi) Till a conveyance of the building in which the SAID FLAT in Phase II is situated is executed, the ALLOTTEE/S shall permit the PROMOTER and their surveyors, servants and agents with or without workmen and other persons at all reasonable times to enter into and upon the SAID FLAT in Phase II or any part thereof, to view and examine the state and conditions thereof and the ALLOTTEE/S shall make good within 15 (Fifteen) days after giving of the notice of any defects, delays and wants for repairs of which such notice in writing shall be given by the PROMOTER to the ALLOTTEE/S. The ALLOTTEE/S shall also permit the PROMOTER and their servants/agents/ other personnel appointed for reasons stated aforesaid to enter into the SAID FLAT in Phase II or any part thereof also for the purpose of repairing part of the said building and for the purpose of making, repairing, maintaining, rebuilding,

cleaning, lighting and keeping, in order and good condition all sewers, drains, pipes, cables, water courses, gutters, wires, walls or structures or other conveniences belonging to or serving or served or used for the said building's and also for the purpose of laying, maintaining, repairing and testing draining, gas and water pipes and electric wires and cables for similar other purposes contemplated by this agreement.

9. UPKEEP OF COMMON AMENITIES AND EXPENDITURE IN CONTEXT THERETO:

- (a) It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of **MILROC COLINA** is exclusively that of the allottee/s of the respective Premises (including the ALLOTTEE/S herein) of various premises in **MILROC COLINA** and/or of the ENTITY.
- (b) Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the ALLOTTEE/S have requested the PROMOTERS to act on their behalf for the purpose of meeting the following expenditure concerning common amenities:
- i. Common water charges & Common electricity charges;
 - ii. Upkeep of Swimming Pool, Gym, garden, etc. if and to the extent provided ;
 - iii. Garbage collection/disposal;
 - iv. Maintenance of Generator Set;
 - v. Remuneration of attendants and watchmen;
 - vi. Consumables for upkeep.
 - vii. Maintenance of the Sewage Treatment Plant and/or GTP/OWC.
 - viii. Such other amount as may be decided by the PROMOTER at their sole discretion.
- (c) The period of interim arrangement referred to above shall be for a maximum period of 2 years or part thereof from the date the possession for all the building blocks of **MILROC COLINA** are obtained, unless extended at the sole discretion of the PROMOTER.
- (d) The ALLOTTEE/S share in the above expenditure, calculated @ Rs. 25/- (Rupee Twenty Five Only) per sq. mts. of carpet area per month, for the entire period of 2 years mentioned above, shall, along with applicable tax/es thereon, be paid by the ALLOTTEE/S to the

PROMOTER in advance. The PROMOTER shall have the liberty to increase the above said rate/s, if and when found necessary or due to escalation in the rates of the amenities provided.

- (e) Along with this Agreement a detailed Contract of Common Services is being signed between the PROMOTER and the ALLOTTEE/S and in this regards the ALLOTTEE/S hereby undertake/s to contribute the Common Service Charges before taking possession of the SAID FLAT in Phase II.
- (f) The Contract for Common Services will be subject to a renewal for a further period of 2 years and /or for such time till the ENTITY is formed. The ALLOTTEE/S undertake/s to pay applicable common services charges/sign/ renew the common services agreement from time to time.
- (g) It is further agreed and understood that the PROMOTER shall, at their sole discretion decide to cease to act on behalf of the ALLOTTEE/S and consequently the PROMOTER shall discontinue to effect payment of the items mentioned in sub-clause 9(b) above, from such date as the PROMOTER may deem fit, after giving prior intimation of 30 days to the ALLOTTEE/S.
- (h) It is hereby agreed that the building paint shade shall not be changed at the time of repainting of the premises/buildings/ flats etc. in **MILROC COLINA**. It is further agreed by the ALLOTTEE/S that for the better maintenance and management all the buildings /blocks of **MILROC COLINA** be painted externally after every four years. In case the PROMOTER/ENTITY maintains the premises, the proportionate cost of the external painting as determined by the PROMOTER/ENTITY shall be contributed by the ALLOTTEE/S proportionate to the carpet up area of the SAID FLAT in Phase II , within a period of 30 days from the date of receipt of demand. Any other common service, proportionate share of the expenses shall be borne by the ALLOTTEE/S.
- (i) It is agreed between the ALLOTTEE/S and the PROMOTER that there shall be a common Sewage Treatment Plant (STP) for Phase I and Phase II of the project **MILROC COLINA** and that the ALLOTTEE/S do hereby give his/her/it's theirs express consent to

the PROMOTER or their nominees/ successors and/ or the ENTITY or their nominees in title for allowing the connection of sewage line from Phase I to the common STP which will be located in Phase II. The allottee/s and or their assignee/s, nominee/s owning the premises in Phase I shall pay their proportionate share of maintenance expenses for the STP to the PROMOTER or their nominees/ successors and/ or the ENTITY or their nominees in title.

10. FORMATION AND DEPOSIT FOR COMMON ENTITY AND/OR ITS EXPENDITURE :

- (a) The ALLOTTEE/S shall on or before delivery of the SAID FLAT in Phase II keep deposited with the PROMOTER the following amounts along with applicable tax/es thereon , if any, as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards upkeep of common amenities ;

| <u>SR. NO.</u> | <u>PARTICULARS</u> | <u>AMOUNT (INR)</u> |
|-----------------------|--|----------------------------|
| 1 | As Interest Free Deposit. (Transferable to the ENTITY). | |
| 2 | Towards Membership Fees of the ENTITY. | |
| | TOTAL | |

Rupees _____ Only

- (b) The amount so received by the PROMOTER, shall be passed on to the ENTITY after deducting expenses, if any, including the expenses pertaining to the formation of the ENTITY.
- (c) The Conveyances mentioned above in clause no. 8 (b) and all legal documents connected with this agreement shall be drafted and otherwise prepared by the Advocate of the PROMOTER. The Stamp duty, Registration fees of the Conveyances and other incidentals to this Agreement shall be borne and paid by the ALLOTTEE/S alone.
- (d) With effect from the date of formation of the ENTITY, the responsibility for the maintenance of the said premises shall be taken over by the said ENTITY. The ENTITY shall thereupon take

over the complete responsibility for the maintenance of the premises and property and shall be solely responsible for collection of dues from the ALLOTTEE/S and for the disbursement of such collection in relation to the Phase II in the SAID PROPERTY including payment of ground rent, taxes, salaries of the employees charged with the duties for the maintenance of the property and the security of the premises to the intent that the property shall be kept free from all claims, attachments and sale or other legal encumbrances, charges and liens. If the ENTITY fails to perform its obligations mentioned hereinabove, the PROMOTER in any event shall stand absolved from their responsibility of managing the premises, receiving and paying the outgoings including the taxes and other incidental charges connected with the maintenance and security of the premises in the said Phase II. The ALLOTTEE/S hereby indemnifies the PROMOTER in that behalf. The ALLOTTEE/S shall do all such acts, deeds and things as they may be required to done by the PROMOTER to ensure that such obligations as aforesaid are undertaken and performed by the ENTITY, being their successor in interest and failure or lapse on the part of the ALLOTTEE/S in doing so shall entitle the PROMOTER to rescind this Agreement and the consequences of succession as envisaged hereinafter shall follow.

- (e) The ALLOTTEE/S, whether he/she/it/they occupy/ies or resides in the SAID FLAT in Phase II or not, shall pay such amounts or deposits as may be determined by the PROMOTER towards maintenances and common expenses including common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, etc. and all other expenses necessary and incidental to the management and maintenances of the said Phase II and buildings in Phase II as also expenses towards house tax, local taxes, betterment charges or such other levies by the concerned local authorities and/or Government, water charges, electricity charge, insurance, until an Association or Co-operative Society is formed. Any amount towards sales tax, service tax or other levies applicable as per any State/Central Government Acts, should be paid by the ALLOTTEE/S separately.

- (f) After selling entire premises and all the ALLOTTEE/S having paid the entire consideration and other amounts payable under this agreement the ALLOTTEE/S alone and not the PROMOTER shall be liable to contribute any amount towards such taxes.
- (g) After formation of the ENTITY, the aforesaid transferable deposit mentioned in Clause 10(a) hereinabove shall be paid over by the PROMOTER to ENTITY as the case may be.
- (h) The maintenance cost shall be reviewed and revised by the PROMOTER or by the ENTITY from time to time and the ALLOTTEE/S undertake/s to pay the increased maintenance cost as may be decided and demanded by the PROMOTER or the ENTITY. Common services are maintenance charges and are liable to service tax.
- (i) If the PROMOTER and/or the ENTITY are of opinion that the amount fixed hereinabove will not be sufficient for proper maintenance of "**MILROC COLINA**" the PROMOTER and/or the ENTITY are authorized to increase this deposits with prior intimation to the ALLOTTEE/S and the ALLOTTEE/S shall pay the same within fifteen days from the date of such intimation.
- (j) It is, however, expressly agreed and understood that incase of delay in the formation or non-formation of the ENTITY of the ALLOTTEE/S (premises holders) in Phase II of **MILROC COLINA**, the PROMOTER shall at any time at his own discretion refund such deposit amount (as per clause no. 10(a) to the ALLOTTEE/S whereupon the PROMOTER shall not be responsible in any manner to look after the said matter regarding the said project, namely "**MILROC COLINA**". Furthermore, if any additional amount is to be contributed due to exhaustion of said initial contribution, the ALLOTTEE/S shall be bound to make such contribution from time to time.

11. GENERAL:

- (a) Nothing contained in these presents is intended to be nor shall be constructed to be grant, demises or assignment in law of or any rights, title or interest in the SAID FLAT in Phase II or in the said Phase II of the SAID PROPERTY or any part thereof or of the

said building thereon or any part thereof. The ALLOTTEE/S shall have no claim whatsoever save and except in respect of the particular premises hereby agreed to be acquired by them and all open spaces, other premises, rooms, terraces, garages, staircases, lobbies, common areas, etc. will remain the property of the PROMOTER, until the conveyance of the said Phase II of **MILROC COLINA** to the ALLOTTEE/S and/or the ENTITY.

- (b) The ALLOTTEE/S shall be entitled to use the Club House, Swimming pool, Party Lawn, Play Court and Kids Play area as provided by the PROMOTER. The use of such amenities shall be at the sole responsibility and risk of the ALLOTTEE/S or their family members and they shall abide by the rules and regulations framed by the PROMOTERS or the ENTITY for this purpose.
- (c) The name of the project shall always remain "**MILROC COLINA**", which shall not be changed at any time in future even after the transfer/assignment conveyance of the property, premises and building to the ALLOTTEE/S and/or ENTITY except with the written permission of the PROMOTER. The PROMOTER shall also be entitled, at all times and free of costs to exhibit their name logo at strategic places on the outer side of the building. The ENTITY being successors in the interest of the ALLOTTEE/S shall be bounded by the covenants.
- (d) Any delay or indulgence by the PROMOTER in enforcing the terms of this agreement or any forbearance or giving of time to the ALLOTTEE/S shall not be treated as a waiver on the part of the PROMOTER of any breach or non-compliance of any of the terms and conditions of this agreement by the ALLOTTEE/S nor shall it in any manner prejudice the rights of the PROMOTER.
- (e) The ALLOTTEE/S shall not be entitled to claim partition except with the written permission of the PROMOTER/ENTITY and the concerned local authority of his/her/its/their share in the said Phase II or portion thereof and the same shall always remain impartitionable.
- (f) All letters, receipts and/or notices and/or emails to be served on the ALLOTTEE/S as contemplated by this Agreement shall be

deemed to have been duly served if sent to the ALLOTTEE/S by Registered A.D. Post Under Certificate of Posting at their address specified below or if left at the premises or if pasted on the main door of the premises.

MR./MRS. _____,

Pin Code: _____

Email id : _____

The ALLOTTEE/S shall also, from time to time notify any change in his/her/its/their address to the PROMOTER.

(g) The ALLOTTEE/S confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/licence relating to the SAID FLAT and **MILROC COLINA**.

(h) If any of the clauses and/or terms of this agreement are rendered unenforceable or invalid under any applicable law or be so held by a decision of any applicable court / authority/ any other authority having jurisdiction in the present case, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, the validity, legality and enforceability of any or all the other remaining clauses or terms of this agreement shall not in any way be affected or impaired thereby and shall be binding between the PROMOTER and the ALLOTTEE. However, that clause or term which is rendered unenforceable or invalid under any applicable law shall be changed and interpreted so as to best accomplish the objectives of such clause and /or term within the limits of applicable law or applicable court/authority’s decision.

12. ARBITRATION :

Any dispute or difference of any kind whatsoever arising out of or in connection with this agreement including any disputes regarding the validity of this agreement shall be referred and resolved by Arbitration by a Sole Arbitrator to be appointed by the PROMOTER . The

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration and Conciliation Act 1996 of India. The venue of such Arbitration shall be Panaji, Goa and Courts in Goa alone shall have the jurisdiction

13. SAFETY & DISCIPLINE :

During the period of construction the ALLOTTEE/S shall not enter the building(s) until 30 days before expected date of completion and all such visits shall be at the risk of the ALLOTTEE/S, the PROMOTER shall not be liable for any untoward incident or accident. The PROMOTER's project staffs are to focus on timely completion and quality construction and are not expected to respond to ALLOTTEE/S' enquiries. No verbal assurances, given by any person, other than an authorized representative of the PROMOTER shall be considered to be a commitment made by the PROMOTER and only written commitments made by such authorized representative of the PROMOTER shall be considered to have been made on behalf of the PROMOTER.

14. The possession of the SAID FLAT has not yet been given.

**SCHEDULE - I
(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT property known as "MODVOLANCHEM TOLLEM" totally admeasuring 66,925.00 sq.mts. situated at Pilar, within the limits of the Village Panchayat of St. Andre (Goa Velha), Taluka of Tiswadi, Registration Sub District of Ilhas, District of North Goa, State of Goa. This property is found described in the Land Registration Office under Description no.1565 of Book B-IV new enrolled for Matríz in the Taluka revenue Office of Ilhas under Matríz Nos. 790,791 & 792. This property is surveyed under the No.33/1 of the Village St. Andre (Goa Velha) and is presently bounded as under: bounded as follows:-

| | |
|----------------|---|
| On the North:- | Partly by Footpath bearing survey no.32/5 and Partly by the Village boundary of Village Neura-O- Pequeno; |
| On the South:- | By main road from Pilar to Old Goa; |
| On the East:- | By the Village boundary of Village Neura-O- Pequeno; |

On the West:- Footpath bearing survey no.32/5 and by road leading to Pilar Church.

SCHEDULE - II
(DESCRIPTION OF THE PHASE II OF MILROC COLINA)

ALL THAT property admeasuring 35,378.54 sq.mts comprised in SAID PROPERTY described in detail in Schedule I hereinabove and surveyed under no.33/1(Part) and presently bounded as under:

- On the North:- By the remaining portion of the SAID PROPERTY surveyed under no.33/1 of village St. Andre (Goa Velha) ;
- On the South:- By main road from Pilar to Old Goa;
- On the East:- By the remaining portion of the SAID PROPERTY and Phase I of **MILROC COLINA** surveyed under no.33/1 of village St. Andre(Goa Velha and Village of Neura O Pequeno);
- On the West:- Footpath bearing survey no.32/5 and by road leading to Pilar Church.

SCHEDULE III
(DESCRIPTION OF THE SAID FLAT)

The SAID FLAT bearing no. _____, **Type** '_____', on the _____ floor of Block no. _____ **of Phase II**, with an area admeasuring _____ sq.mts. of carpet area (which area includes dimensions taken from unfinished wall to wall in the interior of the SAID FLAT in Phase II) and corresponding built up area of _____ sq.mts., in the project "**MILROC COLINA**" situated at Pilar, within the limits of the Village Panchayat of St. Andre (Goa Velha), Registration Sub District of Ilhas, Taluka Tiswadi, District of North Goa, State of Goa, being developed on the property described in Schedule II, herein above and shown delineated in red coloured boundary line in the plan annexed hereto and to be developed as per specifications in Schedule IV hereinafter written.

SCHEDULE IV
(DESCRIPTION OF SPECIFICATIONS)

The Structure:

It is a R.C.C framed structure of columns, beams and slabs.

The internal partition walls will be of 4" brick/block masonry and the external walls will be 8" block / brick / laterite masonry.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal walls will be finished with Gypsum plaster on masonry.

Flooring and Skirting:

- (a) The Floors will be Vitrified tiles (Basic rate Rs. 400/- per sq.m).
- (b) Toilet dado and toilet floor will have ceramic tiles. (Basic rate Rs. 300/- per sq.m) Toilet dado up to 7' height.

Doors:

- (a) Entrance Main door : Flush door painted with oil paint with salwood frame (Basic Rate of Salwood Rs.1,200/- per C.ft.)
- (b) Other internal doors : All other internal doors are flush doors painted with oil paint.
- (c) Doors to toilets : Flush Doors painted with oil paint with granite frame (Basic rate of granite Rs.120/- per sq.ft) .
- (c) Hardware for doors : S.S fittings or equivalent.

Windows:

Powder coated aluminium windows along with glazed shutters with necessary fittings.

Kitchen:

The Kitchen will have a Granite platform. (Basic Rate of Granite:Rs.120/- per sq.ft) with 60 cms ceramic tiles lining above the platform will be provided.(Basic Rate of ceramic tiles: Rs.300/- per sq.m).

Internal Décor:

Walls will be painted with plastic paint.

External Décor:

External walls will be painted with plastic paint.

Water Tank: A common underground sump with a common electric pump and a common overhead tank will be provided. A common water connection.

Toilet:

- a) Concealed plumbing lines in the toilets.
- b) White colour sanitary ware.
- c) Jaquar Continental C.P fittings or equivalent.

Electricals: The Electrical copper wiring will be concealed with three-phase connection and modular switches.

General: The Allottee shall obtain their electric connection from the electricity department for which they will pay the requisite meter deposit/service charges and other such expenses. The Promoter shall only provide the Allottee with the required electrical test report to the effect that the work is executed as per Government regulations, which is sufficient for obtaining electrical connection. All materials of brand, colour, texture, shade, etc are liable to change at the sole discretion of the Promoter who shall not be required to explain the reason for any such change due to non-availability, better option or any other reason.

SCHEDULE - V
(MODE OF PAYMENTS)

1. On Booking.
2. On signing of Agreement.
3. On Completion of Plinth.
4. On Completion of First Slab.
5. On Completion of Second Slab.
6. On Completion of Roof Slab.
7. On Completion of Masonry.
8. On Completion of Tiling.
9. On Delivery

TOTAL

=====

Rupees _____ **Only**

IN WITNESS WHEREOF the Parties hereto have set their hands on the day and year first herein-above mentioned.

SIGNED & DELIVERED BY the) For **MILROC GOOD EARTH**
within named **PROMOTER**) **DEVELOPERS**
at Panaji in the)
presence of witnesses)

**MR. KULASEKHAR
KANTIPUDI
(PARTNER)**

PHOTOGRAPH OF MR. KULASEKHAR KANTIPUDI

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED & DELIVERED BY the
within named **ALLOTTEE/S**
at Panaji in the
presence of witnesses

)
)
)
) _____
MRS. _____

PHOTOGRAPH OF MRS. _____

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

In the presence of witnesses:

1. Name : _____ Signature: _____

2. Name : _____ Signature: _____