

## **AGREEMENT**

**THIS AGREEMENT** made at Margao, Goa on this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty One

### **BETWEEN**

**M/S. GAJRAJ BUILDER & DEVELOPERS**, a partnership firm, under Partnership Act, registered under no.MGO-F-21/2012, having PAN Card no. \_\_\_\_\_ through its Partner, Mr. Anil Maruti Sawant, son of Maruti Sawant, aged \_\_\_\_\_ years, married, business, Pan card no. \_\_\_\_\_, Adhar Card No. \_\_\_\_\_, email address : \_\_\_\_\_ Indian National, having address at \_\_\_\_\_ hereinafter referred to as the ***"THE PROMOTER"*** (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include this legal heirs, representatives, nominees, administrators and assigns) of the FIRST PART.

### **AND**

**MR.** \_\_\_\_\_, son of \_\_\_\_\_, age \_\_\_\_\_ years, having a PAN Card No. \_\_\_\_\_, Aadhar Card bearing No. \_\_\_\_\_, Email Id. \_\_\_\_\_, Mobile No. \_\_\_\_\_, married, occupation \_\_\_\_\_, Indian National, resident of \_\_\_\_\_, hereinafter referred to as the ***"THE ALLOTEE"*** (which expression shall, unless repugnant to the context or

*meaning thereof be deemed to mean and include their legal heirs, representatives, nominees, administrators and assigns) of the OTHER PART.*

**WHEREAS** there exists a property known as NAICOLEM or NARCALEM (Twenty Fourth Lote) also known as FIRST EDITION OF NAICOLEM or PALMAR BERNARDO FRANCIS Da COSTA now surveyed under Chaltas no 138,139,146 to 151, 184, 185, P.T.S no 220 and under Chalta no.152 to 157, and 186 P.T.S no.220, and Chaltas no. 124, 180, P.T.S no 227, admeasuring 2404 sq.mts., situated at Aquem, ( near Kerkar Hospital) within the Jurisdiction of Margao Municipality, Salcete, Goa which is described in the Schedule I and hereafter referred to as SAID PROPERTY

**AND WHEREAS** by a Sale Deed dated 13/01/1936, the said above mentioned property was purchased by Shri Rosario Faleiro, who was married to Smt. Marciana Mendes also known as Monica Menezes.

**AND WHEREAS** Mr. Rosario Faleiro and his wife Marciana Mendes under Gift Deed dated 17/02/1944 gifted 1/3<sup>rd</sup>(one third of the said property to their daughter Conceicao Timontina Faleiro e Fernandes, married to Joao also known as John Francisco Fernandes which is fully described in the Schedule II and hereafter referred to as “the part of the SAID PROPERTY”.

**AND WHEREAS** Mr. Conceicao Timontina Faleiro e Fernandes, after obtaining consent of her husband Joao Fernandes, by a Will dated 09/07/1981, duly recorded in the Book of Notes no.103, executed before Ex-Officio Notary, Margao, Goa bequeathed to their daughter Julieta Sebastiana

Fernandes who is married to Mr. David Trindade, the 1/3<sup>rd</sup> i. e the said part of the said property now admeasuring 952 sq.mts. (Twenty Fourth Lote ) as described in Schedule II.

**AND WHEREAS** by a Deed of Succession dated 17/03/15 duly recorded at pages 97 to 99 of the Notarial Book of Deeds no 47, executed before Civil cum Sub Registrar, Ex-Officio, Canacona, the Vendors, Mrs Julieta Sebastiana Fernandes along with her husband, Mr. David Trindade have qualified themselves as the only legal heirs and successors of late Conceicao Timotina Faleiro e Fernandes and her husband Joao Fernandes.

**AND WHEREAS** by a Deed of Sale dated 31/03/2015, Mr. David Trindade along with his wife, Mrs. Julieta Sebastiana Fernandes sold all that parcel of land, which is separate and independent, detached from above described property admeasuring 952 sq.mts. known as NAICOLEM or NARCALEM also known as FIRST EDITION OF NAICALEM or PALMAR BERNARDO FRANCIS Da COSTA ( Twenty Fourth Lote) surveyed under Chalta no.138, 139, 146 to 151 and 184 and 185, P.T.S no 220 mentioned in Schedule II to Gajraj Builder & Developers, a partnership firm, under Partnership Act, registered under no.MGO-F-21/2012, having PAN Card no. through its Partner, Mr. Anil Maruti Sawant, son of Maruti Sawant, resident of Margao, Goa which deed is registered under Book -1 Document Registration Number MGO-BK-1 01663-2015 CD Number MGOD83 on Date 02-04-2015.

**AND WHEREAS** the Owners have agreed to sell to him the said part of the said property, for constructing multi storied building/s i.e multifamily dwellings ( flat, villas, shop, offices ) therein, at its own cost and expenses, , subject to giving them super built up area admeasuring 250 sq.mts. free of cost and ready for occupation, complete in all respect ( as agreed separately in the MOU ) in the said property , in lieu of monetary compensation by M/s. Gajraj Builder & Developers.

**AND WHEREAS** Mr. Rosario Faleiro and his wife Marciana Mendes ( upon execution of Deed of Gift dated 17/02/1944) are entitled to 2/3<sup>th</sup> of the said property, which is fully described in the Schedule III and hereafter referred to as “the part of the SAID PROPERTY”.

**AND WHEREAS** by a Deed of Succession dated 02/02/2007 duly recorded at pages 92v to 94 of the Notarial Book of Deeds no 1504, executed before Civil cum Sub Registrar, Ex-Officio, Canacona, the following person have qualified themselves as the only legal heirs and successors of late Mr. Costao Faleiro alias Constancio Faleiro, son of Late Mr. Rosario Faleiro and Mrs. Marciana Mendes.

**AND WHEREAS** Mr. Costao Faleiro alias Constancio Faleiro died on 06/10/2002, leaving behind his widow of Mrs. Juliana Faliero as his moiety sharer and as his sole and universal heirs his five children namely

1. Shri Emericiano Rosario Gregorio Faleiro married to Mrs. Maria Dorina Faleiro,

2. Shri George Faliero married to Richa Gracia Faleiro,
3. Elena Vitorisa Faleiro married to Antonio Felix da Costa,
4. Franklyn Celina Faleiro married to Antonio Leitao and
5. Willson Falerio.

**AND WHEREAS** Mr. Antonio Felix da Costa and his wife Elena Vitoria Faliero have relinquished their rights in the estate of their rights by Deed of Relinquishment dated 15/01/2007 duly recorded at pages 174 reserve to 175 reverse of the Notarial Book of Deeds no.1503, executed before Civil cum Sub Registrar, Ex-Officio, Canacona.

**AND WHEREAS** Mrs. Franklyn Celina Faleiro and her husband Mr. Antonio Leitao have relinquished their rights in the estate of their rights by Deed of Relinquishment of Undivided and Illiquid Rights dated 17/03/2015 duly recorded at pages 99 reserve to 100 reverse of the Notarial Book of Deeds no 45, executed before Civil cum Sub Registrar, Ex-Officio, Canacona.

**AND WHEREAS** by a Deed of Sale dated 19/05/2015, 1.a.Shri Emericiano Rosario Gregorio Faleiro and 1.b. Mrs. Maria Dorina Faleiro, 2.a.Shri George Faliero and 2.b.Richa Gracia Faleiro and 3. Willson Falerio sold all that parcel of land, which is separate and independent, detached from above described property admeasuring 1452 sq.mts. known as NARCALEM (Twenty Fourth Lote) surveyed under Chalta no.152 to 157 and 186 of P.T.S no 220 , Chalta no.124 and 180 of P.T.S no 227 mentioned in Schedule III to M/s. Gajraj Builder & Developers, a partnership firm, under Partnership Act, registered under no.MGO-F-21/2012, having PAN Card no.

through its Partner, Mr. Anil Maruti Sawant, son of Maruti Sawant, resident of Margao, Goa which deed is registered under Book -1 Document Registration Number MGO-BK-1 02478-2015 CD Number MGOD84 on Date 25-05-2015.

**AND WHEREAS** M/s. Gajraj Builders and Developers have obtained permissions and approvals for proposed construction of Residential cum Commercial Building “A” comprising ( Basement floor, Ground Floor + 5 floors) & Construction of Residential Building “B” comprising ( Basement, Ground / Stilt floor + 6 floors) and Amalgamation of plots & Compound Wall/Gate.

**AND WHEREAS** Sanad has been issued by the Office of the Collector, South Goa District, Margao under no.AC-II/SAL/SG/CONV/90/2015/1303 dated 11/11/2020 in respect of plot admeasuring 952 sq. mtrs.

**AND WHEREAS** Sanad has been issued by the Office of the Collector, South Goa District, Margao under no.AC-II/SAL/SG/CONV/90/2015/1303 dated 11/11/2020 in respect of plot admeasuring 1452 sq. mtrs.

**AND WHEREAS** Construction License has been obtained from the Margao Municipal Council, Margao, Goa bearing no.A/52/2020-2021 dated 30/10/2020.

**AND WHEREAS** Development Permission has obtained from the South Goa Planning and Development Authority, Margao, Goa under no.SGDA/P/6338/538/ 20-21 dated 19/08/2020.

**AND WHEREAS** Primary Health Centre, Cortalim, Goa has granted permission under No. \_\_\_\_\_ dated \_\_\_\_\_.

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

**AND WHEREAS** the Promoter is in possession of the project land.

**AND WHEREAS** the Allottee has agreed to purchase an Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, ( herein after referred to as the said “Apartment”) in the Building \_\_\_\_\_ called “ \_\_\_\_\_ ” (herein after referred to as the said “Building”) being constructed in said project by the Promoter;

**AND WHEREAS** the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under Act with the Real Estate Regulatory Authority at \_\_\_\_\_ under No. \_\_\_\_\_; authenticated copy is attached in Annexure;

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** by virtue of the Deed of Sale dated 19/05/2015 the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the Allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect \_\_\_\_\_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under; and the Allottee has acknowledged the receipt of the same;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

**AND WHEREAS** the authenticated copies of the plans /of the Layout as approved by the concerned Competent Authority have been annexed;



**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

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

**AND WHEREAS** while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

**AND WHEREAS** the Allottee has approached the Promoter for purchase of an Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor in wing \_\_\_\_\_ situated in the building No. \_\_\_\_\_ being constructed in the \_\_\_\_\_ phase of the said Project;

**AND WHEREAS** the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is \_\_\_\_\_ square meters;

**AND WHEREAS**, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only ), being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and

rules framed there under with the Real Estate Regulatory Authority under No. \_\_\_\_\_;

**AND WHEREAS**, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908) in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Promoter shall construct the said Residential cum Commercial Building “A” comprising of Basement floor, Ground Floor + 5 floors) & Construction of Residential Building “B” comprising of Basement, Ground / Stilt floor + 6 floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. Metres. The apartment shall also have an exclusive carpet area of balcony of \_\_\_\_\_ sqmts with an exclusive terrace area \_\_\_\_\_ sq.mts. , on \_\_\_\_\_ floor in the building \_\_\_\_\_ (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. \_\_\_\_\_ which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule V annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing No .\_\_\_\_\_situated at \_\_\_\_\_ Basement being constructed in the layout for the consideration of Rs.\_\_\_\_\_/

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs. \_\_\_\_\_/

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

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

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

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

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

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

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

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

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

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by

Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the



allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. .

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor area ratio of \_\_\_\_\_ by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the

project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the

instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before \_\_\_\_\_ day of \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

#### 7.1 Procedure For Taking Possession.

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of Apartment upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing

and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for

this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The

Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs.\_\_\_\_\_ per month towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

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

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

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

(iv) Rs. . \_\_\_\_\_ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. . \_\_\_\_\_ For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. . \_\_\_\_\_ for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. . \_\_\_\_\_ as legal charges.

(vii) Rs. . \_\_\_\_\_ as infrastructure Tax.

(viii) Rs. . \_\_\_\_\_ as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(ix) Rs. . \_\_\_\_\_ as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. \_\_\_\_\_ for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of



stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. Representations And Warranties Of The Promoter

*The Promoter hereby represents and warrants to the Allottee as follows:–*

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further,

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies,

levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report. . 1785

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

(i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority

and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the

other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

(vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

(x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

17. Promoter Shall Not Mortgage Or Create A Charge

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. Binding Effect

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the

Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. Entire Agreement

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. Right To Amend

This Agreement may only be amended through written consent of the Parties.

21. Provisions Of This Agreement Applicable To Allottee/Subsequent Allottees

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable



against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. Severability

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement :

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24. Further Assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### 25. Place Of Execution

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

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified

Email ID/Under Certificate of Posting at their respective addresses specified below:—

Name of Allottee & Address:

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Notified Email ID: .....

M/s Promoter name & Address

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Notified Email ID: .....

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. Joint Allottees

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

29. Stamp Duty And Registration

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. Governing Law

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

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

## **SCHEDULES**

### **SCHEDULE I**

All that property known as NAICOLEM or NARCALEM also known as “FIRST EDITION OF NAICOLEM” (Twenty Fourth Lote) or PALMAR BERNARDO FRANCIS D’COSTA , admeasuring 2404 sq.mts., which is on the whole described in the Land Registration Office of Salcete, under no 39, 254 at pages 151 , Book B-101 ( New Series ) and lastly under no.39,667, at page 165 V, Book B-102 , surveyed under Chalta nos 138 , 139, 146 to 151 and 184 , 185 , P.T.S no 220 and Chalta nos.152 to 157, 186, P.T.S no 220 and chalta nos. 124 and 180, P.T.S no.227, situated at Aquem , (near Kerkar Hospital) within the Municipality, Margao, Salcete, Goa bounded as under

On the East By property of the same name 25<sup>th</sup> Lote of Joao Xavier Esperato Gomes , now surveyed under no.183/220

On the West By the property of the same name 23<sup>rd</sup> Lote of Jose Fernandes , now surveyed under no.145/220

On the North By rivulet ( water drain ) and chalta no 137 and 181 , P.T.S 220

On the South By the road towards Torcansori

### **SCHEDULE ‘II’**

All that parcel of land, which is separate and independent, detached from above described property admeasuring 952 sq.mts. known as NAICOLEM or

NARCALEM also known as FIRST EDITION OF NAICALEM or PALMAR BERNARDO FRANCIS Da COSTA ( Twenty Fourth Lote) surveyed under Chalta no.138, 139, 146 to 151 and 184 and 185, P.T.S no 220, bounded as under:

On the East By a strip of land of property of the same name 25<sup>th</sup> Lote of Joao Xavier Esperato Gomes, now surveyed under Chalta no . 183, P.T.S no 220;

On the West By a strip of land property of the same name 23<sup>rd</sup> Lote of Jose Fernandes , now surveyed Chalta no 145 , P.T.S no 220;

On the North By rivulet ( water drain ) and Chalta no 137 and 181 of P.T.S 220;

On the South By the remaining part of same property ( 2/3<sup>rd</sup> ) surveyed under Chalta no. 152 to 157 and 186 , P.T.S no 220, and chalta no124, 180 P.T.S no 227.

### **SCHEDULE 'III'**

All that parcel of land, which is separate and independent, detached from above described property admeasuring 1452 sq.mts. known as NARCALEM ( Twenty Fourth Lote) surveyed under Chalta no.152 to 157 and 186 of P.T.S no 220 , Chalta no.124 and 180 of P.T.S no 227 bounded as under:

On the East By of property ( a strip of land) surveyed under Chalta no . 183, P.T.S no 220;

On the West By property ( strip of land) surveyed Chalta no 145 , P.T.S no 220;

On the North By the remaining part of same property surveyed under Chalta no. 138, 139, 146 to 151, 184 and 185 , P.T.S no 220.

On the South By Road towards Torcansori.

#### **SCHEDULE IV**

( Description of the Apartment )

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

North: \_\_\_\_\_

South: \_\_\_\_\_

East: \_\_\_\_\_

West: \_\_\_\_\_

#### **SCHEDULE V**

**(BUILDING SPECIFICATION)**

**( NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES)**

### STRUCTURE:

The building shall have R.C.C. framed structure, as approved by the concerned authorities. The external walls shall be constructed in 10 cm thick masonry and/or 15 cms masonry, wherever necessary

### PLASTER:

External plaster shall be done in double coat sand faced cement plaster.

Internal plaster shall be plastered with single coat cement plaster or gypsum.

### DOORS & WINDOWS:

#### a) DOORS

All doors framed shall be size 2.5 x 4". Main door frame shall be of teak wood and shall be fitted with 1 aldop, 1 eye hole, 1 door handle and 1 night latch.

The main door shall be veneered and polished flush shutter. Internal doors frames shall be of mattiwood or any other hard wood. Internal doors shall be marine quality flush doors. Each bedroom doors shall be fitted with lock-cum-handle. Finishing of internal doors shall be laminated or polished or oil painted, as necessary (not applicable for fiberglass doors which are pre-finished).

#### b) WINDOWS:

Windows shall be of 2/3 track (as per size of window opening) powder coated aluminum frame or UPVC with sliding shutters and 5 mm thick glass panels with rubber beading. Ventilators in toilet/bath shall also be in similar frame



with fixed glass panel immediately above sill and movable glass louvers above.

#### FLOORING:

All flooring of rooms and balconies (except toilets/baths) shall be finished with vitrified tiles shall be provided in light shades, laid on cement mortar bedding. Size of tiles to be decided by the BUILDER at the relevant time.

#### TOILET CUM BATHROOM (each)

- a) Flooring shall be provided in anti skid ceramic tiles. Dado shall be provided upto a height of 7 ft. in matching coloured glazed ceramic tiles.
- b) Sanitary ware (Cera or Equivalent) shall be provided in white shades. One European commode or Indian Orissa pan shall be provided (as per the choice of the PURCHASER/S).
- c) Doors shall be of flush doors or fiber glass or similar type. Concealed plumbing with necessary plumbing fixtures.
- d) Plumbing arrangement with mixer for hot & cold water shower rose shall be provided. CP fittings of Jaquar or equivalent will be provided.

#### KITCHEN:

- a) Platform of polished black granite, in straight or L-shape (as per Architect's design) not exceeding 10 feet, shall be provided. The Platform shall be supported on kadappa slabs. One single bowl stainless steel kitchen sink and sink cock shall be provided.

b) Dado above kitchen platform shall be provided upto height of 60 cms in ceramic tiles.

**ELECTRICALS:**

There shall be modular type switches and sockets (Legrand or equivalent) in the apartment, with copper wiring (Finolex or equivalent). Individual electrical meters (supplied by the Electricity Dept.) and electrical points for each flat shall be provided as per list below. Points listed are provided as per the developer's plans. Re-positioning as per the Purchaser's requirements may entail separate costs.

a) Living cum Dining: 4 nos light points, 2 nos fan 5-amp points, 1 no bell point no T.V. point.

b) Kitchen: 1 no light point, 1 no ceiling or exhaust fan point, 2 nos 5-amp point, 1 no 15-amp point.

c) Bedroom (each) : 2 nos light point, 1 no fan point, 1 no 5-amp point, 1 no A/C point

d) Toilet/Bath (each): 2 no light point, 1 no 15-amp point

e) Balcony (Each): 1 no light point

f) External staircase: 1 no light point on each landing

(Fittings such as tube lights, fans, etc. shall NOT be provided by the VENDORS)

#### **PAINTING:**

All external surface of the building shall be finished with anti fungal/ cement based exterior paint. Internal walls of the common staircase shall be provided with oil bound distemper. Internal walls of the 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. The ceiling of all rooms shall be finished in white acrylic distemper/oil bound distemper.

#### **WATER SUPPLY, PLUMBING & DRAINAGE:**

Water supply shall be provided by Public Work Department, Government of Goa through a common meter, along with sump and overhead tank of adequate size and water pump.

**SIGNED & DELIVERED BY**

**The within named “PROMOTER ”**

**M/S. GAJRAJ BUILDER & DEVELOPERS,**

Partner, Mr. Anil Maruti Sawant,

**Witness**

Name: \_\_\_\_\_

Father's /Husband name: \_\_\_\_\_ Age: \_\_\_\_\_

Status: \_\_\_\_\_ Occupation: \_\_\_\_\_

PAN card No. \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_

**SIGNED & DELIVERED BY**

**The within named “ALLOTTEE”**

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

**Witness**

Name: \_\_\_\_\_

Father's /Husband name: \_\_\_\_\_ Age: \_\_\_\_\_

Status: \_\_\_\_\_ Occupation: \_\_\_\_\_

PAN card No. \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_

**RECEIPT**

Received of and from the Allottee above named the sum of Rupees  
\_\_\_\_\_ on execution of this  
agreement towards Earnest Money Deposit or application fee I say received.

The Promoter .

**Enclosed :**

Annexure 1. Registered Project No. \_\_\_\_\_

Annexure 2. Certificate of Title issued by the legal Practitioner of the  
Promoter

Annexure 3: Authenticated copies of the plans /of the Layout as approved by  
the concerned Competent Authority

Annexure 4: Authenticated copies of the plans and specifications of the  
Apartment agreed to be purchased by the Allottee, as sanctioned and  
approved by the competent authority.