

AGREEMENT

THIS AGREEMENT, made and entered on this ----- day of February in the year Two Thousand Eighteen (--/_/2018) at Ponda, Goa Taluka Ponda, District of South Goa State of Goa

BETWEEN

M/S RAJ HOUSING DEVELOPMENT PVT. LTD, a company registered under the Companies Act having office at Pai House Ponda-Goa, and bearing Registration no. U45201GA2004 PTC 003657(CIN) represented herein by its Director Shri Sandeep NilkantNigalye, s/o. Shri NilkantNigalye, age 43 yrs, married, business, Indian National r/o. Khadapabandh, Ponda- Goa, holding pan no. AACCR8639R authorized vide Resolution dated 07/06/2011 hereinafter referred to as the 'PROMOTER' (which expression shall unless repugnant to the context or meaning thereof include their heirs, legal representatives, assigns, executor and/or administrators) OF THE ONE PART.

AND

(2) -----, S/o -----, age -- years, married/unmarried, business/service, Indian National, R/o -----, hereinafter referred to as "ALLOTTEE" (which expression shall, unless repugnant to the context or meaning thereof, include their heirs, executors, administrators and assigns) OF THE OTHER PART.

AND

(3) (a) MR. PASCOAL TRINDADE, son of late Agostinho Trindade, aged 71 years, married, business, PAN: ADNPP5891L, Indian national, resident of PASTINA VILLA, DONA PAULA-GOA and (b) SMT. ALBERTINA TRINDADE, also known as Albertina Rodrigues, daughter of late Francisco Rodrigues, aged 75 years, major, married, housewife, PAN: ABCPT5348K, Indian national, residing at PASTINA VILLA, DONA PAULA-GOA hereinafter represented by her duly constituted Power of Attorney holder SHRI. PASCOAL TRINDADE, son of late Agostinho Trindade, aged 73 years, married, business, PAN: ADNPP5891L, resident of PASTINA VILLA, DONA PAULA-GOA by virtue of Power of Attorney executed before Notary Adv. Wilfred A. F. Boadita, executed on 29/01/2014 bearing no. 1341/2014, and hereinafter collectively referred to as "CONFIRMING PARTY NO. 1" (which expression shall, unless repugnant to the context or meaning thereof, include its partners, executors, administrators and official assigns) OF THE THIRD PART

AND

(4)(a) MR. RAVIKANT MAHADEV KORGAONKAR, son of Late Mahadev Korgaonkar, major, aged about 67 years, occupation retired from service, PAN: ADMPK3051A and his wife
(4) (b) MRS. RASIKA RAVIKANT KORGAONKAR, daughter of Late Mr. Vishnu Halarnkar, major, aged about 57 years, housewife, PAN: DMQPK6925M, both married, both Indian Nationals, both residents of H. NO. 149-A/4, ST. JEROME WADDO, ACOI, KARASWADA, MAPUSA-BARDEZ-GOA and hereinafter collectively referred to as THE CONFIRMING PARTY NO. 2 (which expression shall, unless repugnant to the context or meaning thereof, include its executors, administrators and official assigns) OF THE FOURTH PART

AND

(5) SMT. CARMELINA DIAGO FERNANDES, daughter of Late Maxi Saldhana, major, aged about 56 years, widow, Indian National, PAN: AARPF8936H, resident of H. NO. 4/149/B, ST. JEROME VADDO, ACOI, MAPUSA-BARDEZ-GOA and hereinafter referred to as THE CONFIRMING PARTY NO. 3 (which expression shall, unless repugnant to the context or meaning thereof, include its executors, administrators and official assigns) OF THE FIFTH PART.

WHEREAS the Confirming party no. 1, is the owner, of the plots of land which plots are described as PLOT NO. 1 to PLOT NO. VI having purchased the said plots in terms of various sale deeds executed by the owners and registered before sub-registrar office at Mapusa-Goa, the details of which are mentioned in schedule I written hereunder in respect thereof.

WHEREAS the confirming party no. 2, is the owner, of the plot of land which plot is described as PLOT NO. VII having purchased the said plot in terms of sale deed executed by the owners and registered before sub-registrar office at Mapusa-Goa, the details of which are mentioned in schedule I written hereunder in respect thereof.

WHEREAS the confirming party no. 3, is the owner, of the plot of land which plot is described as PLOT NO. VIII having purchased the said plot in terms of sale deed executed by the owners and registered before sub-registrar office at Mapusa-Goa, the details of which are mentioned in schedule I written hereunder in respect thereof.

AND WHEREAS the Promoter has entered into an agreement of development with confirming party no. 1 herein dated 14/09/2010 and has agreed to develop the plots of land totally admeasuring 7858 sq. mts. bearing chalta no. 40, 43, 45, 46, 47, 48 of P. T. Sheet no. 14 and chalta no. 36 of P.T. Sheet 32 and chalta no. 4 of P.T. Sheet 32 of village Acoi, which plots are more particularly described as PLOT NO. I to VI in schedule I written hereunder.

AND WHEREAS the Promoter along with the confirming party no. 1 has entered into an agreement of development with one Mr. Ravikant Mahadev Korgaonkar and his wife Mrs. Rasika Ravikant Korgaonkar the confirming party no. 2 herein dated 20/09/2010 and has agreed to develop a plot of land admeasuring 236 sq. mts. bearing chalta no. 42 of P. T. Sheet no. 14 of village Acoi, which plot is more particularly described as PLOT NO. VII in schedule I written hereunder interalia with an arrangement of allotting them two flats on the first floor admeasuring not less than 100 sq. mts. super built up each and lying adjacent to each other along with two parking blocks adjacent to each other.

AND WHEREAS the Promoter along with confirming party no. 1 has entered into an agreement of development with Smt. Carmelina Diago Fernandes, the confirming party no. 3 herein dated 20/09/2010 and has agreed to purchase and develop a plot of land admeasuring 242 sq. mts. bearing chalta no. 41 of P. T. Sheet no. 14 of village Acoi, which plot is more particularly described as PLOT NO. VIII in schedule I written hereunder interalia with an arrangement of allotting them two flats in the form of single bedroom flats and each flat shall not be less than 60 m2 (super built up).

AND WHEREAS the Promoter alongwith confirming party no. 1 have amalgamated all the said plots being PLOT No. I to PLOT No. VIII described in schedule-I written hereunder and hereinafter referred to as THE SAID PROPERTY and have prepared plans for construction of building complex thereon which construction is approved by Planning and Development Authority vide permission no. m/972/2848/2012 dated 20/1/12 and by Mapusa Municipal Council vide License No. 57 dated 13/8/2012 and the said building complex is named as "RAJ RYLE RESIDENCY".

AND WHEREAS in terms of agreements, dated 14/09/2010 and 20/9/2010(2 in number), the Vendor /developer has agreed to develop the above said property jointly with all the confirming parties herein, wherein they all have authorized the developer/Vendor to sell to any prospective purchaser the premises that may be constructed in the said building/s proposed to be constructed on said property save

and except the said premises agreed to be allotted for the confirming parties no. 2 and 3 in terms of said agreements dated 20/09/2010 and the share in consideration amount be paid to confirming party no. 1 as per agreement dated 14/09/2010.

AND WHEREAS the Promoter is in possession of the project.

AND WHEREAS the Promoter has prepared the plan, for construction of building on said plot which building is proposed to be named as "RAJ RYLE RESIDENCY" and the plan of the same has been approved by N.G.P.D.A vide order bearing _____ dated _____ and the plans approved by the Mapusa Municipal Council, vide Licence No _____ Dated _____.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) having _____ (here specify number of Basements,/podiums/stilt and upper floors).

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called _____ (herein after referred to as the said "Building") being constructed in the _____ phase of the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with 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 Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';

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 Development Agreement dated 20/09/2010 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 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 Mr Makrand Parange Saakaar 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 thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII 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 marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-

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 marked as Annexure C-2,

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 local authority have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s 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 local 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 local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the ____ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is ____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

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 part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (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 & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at 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, being in fact these presents and also to register said Agreement under the Registration Act, 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/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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 the type of carpet area admeasuring sq. metres on floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the 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 Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/- 1(b) The total aggregate consideration amount for the apartment including garages/covered 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 that Promoter the balance amount of Rs (Rupees) in the following manner :

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

ii. Amount of 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.

iii. Amount of 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.

iv. Amount of 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...../-(.....) (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...../-(.....) (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...../-(.....) (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 prescribed 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 Value Added Tax, Service Tax, and Cess or any other similar 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/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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 by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of 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 occupancy 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 three 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 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.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 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 local 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 local 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/Plot] 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. 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. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI 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 Rule, 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 thirty 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.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before December 2020. 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/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] 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 agree(s) 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 promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

- 7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 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.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) 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 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

- 9.3 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 outgoing 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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoing. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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 and Sub Station provided in Layout

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 Attorney-at-Law/Advocates 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 and the cost of preparing and engrossing the conveyance or assignment of lease. 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/Plot] 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/Plot] 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 u n d i s p u t e d 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.

- 14. The Allottee/s or himself/themselves with intention to bring all persons into whosever 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 that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee 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 tenatable 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 demanded by the concerned local authority or Government or giving water, electricity 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.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

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 Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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/plot].

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 SubRegistrar 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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.

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, in 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. Hence this Agreement shall be deemed to have been executed at

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

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

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, which shall be referred to the _____ 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 will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE -I

DESCRIPTION OF SAID PROPERTY

Plot I – Half of the rustic property known as “XIR” or “PORBUCHEM BATA” situated at Acoi, Mapusa, within the limits of Mapusa Municipal council, taluka Bardez-Goa, admeasuring 1151 sq. mts. not described in the land Registration office but enrolled in the revenue office Mapusa, under Matriz no. 476, of 2nd circumscription, surveyed under chalta no. 40 of P.T. Sheet no. 14 and bounded on the east by property of Liberata D'Souza, survey no. 41/14, Simon D'Souza and Cipriano D'Mello survey no. 42/14 and 45/14, west by drainage, north by road or street, and south by drainage/Govinda Tukaram Korgaonkar and Caetano Ronaldo P.T. Sheet no. 32/14, by deed of sale dated 28/1/1993 and registered in the office of sub-registrar Bardez under no. 167 page nil Book I Volume 193 dated 04/02/1993 the owners purchased a property bearing chalta no. 40 of P.T. Sheet no. 14.

PLOT II: all that piece of land containing a dwelling house located at its extreme northeast thereof forming part of the whole property registered in the Office of sub-registrar, Bardez

Taluka, under no. 3005 at pages 273 of Book-B- New 8 situated within the Parish of Mapusa in ward Acoi of Sub district Bardez, within the Municipal limits of Mapusa Municipal Council bearing Matriz no. 481 surveyed under chalta no. 47 of P.T.Sheet no. 14, admeasuring 825.00 sq. mts. and is regular in shape of more or less parallelogram, the length on the east and west being 24.50 metres and north and south 34.00 metres, it forms a distinct property and bounded on the North by public road, south by chalta no. 48, east by chalta nos. 48 and 49 and west by chalta nos. 41 and 42 by deed of sale dated 27/1/1995 registered in the office of sub registrar of Bardez under no. 1928 at pages nil Book no. I Volume no. 334 on 20/10/95.

PLOT III: All that piece or parcel of land known as “ ACCOICHEM BATA” situated within the limits of Mapusa Municipal council surveyed in the recent survey under chalta no. 48 of P.T.Sheet 14 and chalta no. 36 of P.T.Sheet 32 inscribed in the office of sub-registrar of Bardez taluka of Goa district under no. 42872 at pages 95 overleaf of Book G-46 and described in the Land Registration office of Bardez Taluka under no. 3005 at pages 273 overleaf of Book B-48 New and enrolled in the Taluka revenue office under Matriz no. 481. Both parts of the property admeasuring 4024 m2 being 3372sq. mts. of chalta no. 48 of P.T. Sheet 14 and 652 sq. mts. of chalta no. 36 of P.T.Sheet 32 and is bounded as on the east by property of comunidade of Mapusa known as Acoicazana, on the west by property of heirs Lourenco De Souza, north by rain water drain or Nallah and south by the property of of comunidade of Mapusa known as Acoicazana, both the said plots have been purchased by deed of sale dated 18/02/1994 registered in the office of sub registrar of Bardez under no. 408 at pages nil Book no. I Volume no. 282 on 16/03/95.

PLOT IV: all that property admeasuring 137 sq. mts., situated within the jurisdiction of Mapusa Municipal council, corresponding to chalta no. 45 of P.T. Sheet no. 14 of City Survey of Mapusa-Goa.

The property is without any name and is neither described in the Land Registration office of Mapusa nor enrolled in the taluka revenue office and is bounded as on the north by chalta no. 44 of P.T. Sheet no. 14, on the south by chalta no. 46 of P.T. Sheet no. 14, on the west by chalta no. 40 of P.T. Sheet no. 14, on the east by chalta no. 48 of P.T. Sheet no. 14, by deed of sale dated 09/05/1995 registered in the office of sub registrar of Bardez under no. 2369 at pages nil Book no. I Volume no. 350 on 20/12/1995.

PLOT V (i): all that property situated within the jurisdiction of Mapusa Municipal council surveyed under chalta no. 43 of P.T. Sheet no. 14 admeasuring 413 sq. mts. and is bounded as on the north by survey no. 42/14, on the south by chalta no. 44/14, on the east by chalta no. 48/14 and on the west by chalta no. 40/14 and

PLOT V(ii): all that property situated within the jurisdiction of Mapusa Municipal council surveyed under chalta no. 46 of P.T. Sheet 14 admeasuring 247 sq. mts. and bounded on the north by chalta no. 46/14, on the south by survey no. 32/36(Nulha), on the east by chalta no. 48/14 and on the west by survey no. 40/14 both the properties bearing chalta no. 43 of P.T. Sheet no. 14 admeasuring 413 sq. mts. and chalta no. 46 of P.T. Sheet 14 admeasuring 247 sq. mts. have been purchased by deed of sale dated 27/01/1995 registered in the office of sub registrar of Bardez under no. 1927 at pages nil Book no. I Volume no. 334 on 24/10/1995.

PLOT VI: all that property known as “TOLLEACHEM BHATTA” situated within the limits of the Mapusa Municipal council, at Acoi Mapusa Bardez-Goa, presently surveyed under chalta no. 4 of P.T. Sheet no. 32 of city survey Mapusa, admeasuring total area of 1061 sq. mts., this property is described in the Land Registration office under no. 458 of Book B-3 of Bardez taluka at pages 516 and enrolled in the taluka revenue office under no. 478 of the 3rd circumscription registered in the city survey of Mapusa city. The said property is situated within the limits of Bardez Taluka, sub registration office of Bardez, district of North Goa, state of Goa and is bounded on the north by the property bearing chalta no. 39-B

of P.T. Sheet no. 14 and a drain/water passage of Mr. Edward Lawrence D'Souza, on the south by a drain/spring and a path/by pond park, on the east by the property bearing chalta no. 36 of P.T. Sheet no. 32/by agricultural land and on the west by the property bearing chalta no. 3 of P.T. Sheet no. 32 by property of Mrs. Polluina Rodrigues, which Plot no. VI is having been purchased by deed of sale dated 14/09/2007 registered in the office of sub registrar of Bardez under no. 4810 at pages 82 to 100 of Book no. I Volume no. 2295 on 28/09/2007.

PLOT VII: all that property known as "ACOICHEM BATA or ACOI" situated in the ward of Acoi at Mapusa, within the area of Mapusa Municipal council, Taluka and sub district of Bardez of the District of North Goa, together with a residential house bearing Municipal House no. 149A/4 and is bounded on the east by the property of Shri. Eugenio A. Dsouza and others and Govind Korgaonkar, on the west, by property of shri. Marcel Braganza and others, and on the north by the property of Smt. Liberata D'Souza and on the south by the property of shri. Xavier D'Mello, not registered in the land registration office of Bardez at Mapusa and is currently surveyed under chalta no. 42, of P.T. Sheet no. 14 of Mapusa city Bardez-Goa, admeasuring 236 sq. mts. in area by virtue of sale Deed dated 13th November 1989 registered under no. 33 at pages nil of Book no. I Volume 83 dated 3/01/1991.

PLOT NO. VIII: all that property known as "ACOICHEM BATA or ACOI" situated at Acoi, Taluka and sub district of Bardez of the District of North Goa, together with a residential house bearing Municipal House no. 4/149/B situated therein and which is neither described in the Land Registration office of Bardez at Mapusa and nor registered in the revenue office of Bardez at Mapusa and is currently surveyed under chalta no. 41 of P.T. Sheet no. 14 of the city Mapusa, Bardez-Goa, admeasuring 242 sq. mts. in area and is bounded on the east by plot of Maria Delfina Coutinho presently surveyed under P.T. Sheet no. 14 chalta no. 47, on the west by the plot of Pedro Joaquim Braganza presently surveyed under P.T. Sheet no. 14 chalta no. 40, on the north by the public road and on the south by other plot of Luis Fideles de Mello presently surveyed under P.T. Sheet no. 14 chalta no. 42 of Mapusa city by virtue of Gift Deed dated 9th may 2008 registered under no. 3738 at pages 279 to 290 of Book no. I Volume 2687 dated 16/7/2008.

SCHEDULE II

Total saleable Area of the said **Flat No.** -----is ----- **sq. mts.** situated on the ----- **Floor** of the building -- in the Building "**RAJ RYLE**" at Ponda - Goa

Presently the said Flat is bounded as under :

EAST : BY -----
 WEST : BY -----
 NORTH: BY -----
 SOUTH : BY -----

With the specification as under

I. **STRUCTURE:** R.C.C. framed structure.

II. **WALLS:** Brick/laterite or concrete block masonry in cement mortar.

III. **DOORS AND WINDOWS:** The Flat will have flush door shutter on matti wood/salwood frames and aluminium sliding windows with glass panels. The main door shall be of teak veneered flush door and polished with locks.

distemper paint.

height on the wall.

every room.

(Without a

re-fixing charges extra.

Here set out the nature, extent and description of common areas and facilities.

through its director

L. H. F. P

R. H. F. P.

by the withinnamed “ALLOTTEE”

L. H. F. P

R. H. F. P.

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE ‘A’ PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE ‘B’ FLOOR PLAN OF THE APARTMENT ANNEXURE – A Name of the Attorney at Law/Advocate, Address : Date :

No. RE. :

Title Report Details of the Title Report

The Schedule Above Referred to (Description of property)

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate