

**AGREEMENT OF SALE(draft)**

This AGREEMENT OF SALE is made at Vasco-Da -Gama, Goa, on this the \_\_\_\_ day of Febraury 2018 by and between;

BETWEEN

1) CIRMA CONSTRUCT. CO, a proprietary concern of Mr. IGNATIUS ANTHONY JOSEPH BARRETO PEREIRA alias IGNATIUS TONY PEREIRA, son of Ciriaco Joao Xavier Ressurreicao Pereira, aged 53 years, Indian National, Civil Engineer, business, PAN Card No. ADNPP6711B and Adhaar Card No. 2899 2827 7145, having office at 221/1-E, Casa Del Sol, Pacheco waddo, Majorda, Goa 403 713, hereafter referred to as 'THE VENDOR' (which expression shall, unless repugnant to the meaning and context thereof is deemed to include his heirs, administrators, executors and assigns) OF THE ONE PART;

AND

2) Mr. \_\_\_\_\_ age \_\_\_\_ years, Indian national, residing at \_\_\_\_\_, having PAN card No: \_\_\_\_\_ and Adhaar Card No. \_\_\_\_\_, herein after referred to as the 'PURCHASER' ( which expression shall unless it be repugnant to the meaning and context thereof, be deemed to mean and include all his heirs, successors, executors, representatives and assigns) OF THE SECOND PART;

AND

4) MRS.DRANNY PEREIRA, aged 48 years, daughter of Malaquias de Santa Catarina Gomes and wife of Ignatius Anthony Joseph Barreto

Pereira alias Ignatius Tony Pereira, Indian National, Indian National, residing of 86/D, Baga, Cansaulim, Goa, having PAN Card No. ADNPP6713D and Adhaar Card No. 4402 7842 4767, herein represented by her attorney, Mr. Ignatius Tony Pereira by virtue of Power of Attorney dated 03.04.2007 executed before Notary Public Adv. Marcelino C. Fernandes, hereinafter referred to as 'THE CONSENTING PARTY', (which expression shall unless repugnant to the meaning and context thereof is deemed to include her heirs, administrators, executors and assigns) OF THE THIRD PART;

WHEREAS

The VENDOR is the sole and absolute owner of the property called "LOTE PEQUENO" situated Madallem ward within the limits and jurisdiction of Cansaulim village, Taluka and Sub District of Mormugao, District of South Goa in the state of Goa, described in the Land Registration records of Salcete under description No. 22428 of Book B and enrolled in the Mormugao Taluka Land Revenue Office under Matriz No.52 of Cansaulim Village, which property is surveyed for the purpose of record of rights under Survey No 37, Sub Division 5. The property is herein referred to as "THE SAID PROPERTY", for better particulars described in SCHEDULE I herein;

AND WHEREAS the said property originally belonged to Teodomiro Afonso and his wife Catherina Afonso.

AND WHEREAS the said Teodomiro Afonso and his wife Catherina Afonso both expired leaving behind five children namely Mrs. Sybil Fernandes nee Affonso married to Mr. Ronnie Fernandes, Mr. Leslie

Affonso alias Leslie Afonso married to Mrs. Shalini Menezes e Afonso, Mrs. Susie Menezes e Affonso alias Suzie Mascarenhas married to Mr. Fausto Mascarenhas, Mr. Agnel Affonso married to Mrs. Meena Affonso and Sr. Monica Affonso alias Mona Affonso.

AND WHEREAS Mr. Agnelo Affonso expired leaving behind his wife and moiety holder Mrs. Meena Affonso and two children namely Mr. Allan Affonso married to Mrs. Eva Affonso and Mr. Adrian Affonso as his legal successors;

AND WHEREAS on the death the said Teodomiro Afonso and his wife Catherina Afonso, an inventory proceedings were instituted and the said property devolved equally upon the five children.

AND WHEREAS vide sale deeds executed on 16.01.2013 and 06.05.2013 respectively Mrs. Sybil Fernandes nee Affonso married to Mr. Ronnie Fernandes, Mr. Leslie Affonso alias Leslie Afonso married to Mrs. Shalini Menezes e Afonso, Mrs. Susie Menezes e Affonso alias Suzie Mascarenhas married to Mr. Fausto Mascarenhas, Mrs. Meena Affonso married to Agnel Affonso, Mr. Allan Affonso married to Mrs. Eva Affonso, Mr. Adrian Affonso and Sr. Monica Affonso alias Mona Affonso sold their rights in the said property to the VENDORS;

AND WHEREAS the VENDOR thereafter obtained the necessary permissions and approvals from the concerned authorities i.e a) T&CP T.C. Order No: DH/5223/6/MTP/14/70 dt. 28.01.2014. b) Village Panchayat of Cansaulim - Arossim Cuelim, License No: VP/CAC/12/2016-17/1762/9 dt.24.11.2016. c) Conversion Sanad: AC-I/MOR/SG/CONV/18/2014/11090 dt. 24.10.2016. d) Health N.O.C No : PHCC/Cans/NOC/13-14/1542. dt. 21.02.2014 respectively for

development of the 'said property' by constructing apartments/ Flats there on and has named the said development as "ETERNIA" and more particularly described in the SCHEDULE I below;

AND WHEREAS the PURCHASER have approached the VENDOR to purchase Apartment No.ASG , along with the proportionate undivided right in the land admeasuring 110 sq. mts, situated on the First floor of building Block A, in the said development known as " ETERNIA", hereinafter referred to as "the said apartment" and is for better particulars described in SCHEDULE - II herein after.

AND WHEREAS the VENDOR has disclosed to the PURCHASER in respect to the said apartment as under:-

- a) the same is free from encumbrances;
- b) that the VENDOR has not entered into any agreement with any other person creating rights or interest over the same;
- c) that the sane is not he subject matter of any litigation in any court;
- d) that the same is not the subject matter of attachment by Government or Semi- Government authorities for the recovery of any of their dues;

**NOW THIS AGREEMENT OF SALE WITNESSES AS UNDER: -**

1. The VENDOR hereby agrees to sell the said apartment to the PURCHASER subject to the PURCHASER paying the VENDOR the amount specified in the SCHEDULE III herein under as per the progress related & time bound stages of payment specified therein.

2. The said apartment shall have an area and standard specifications that are described and defined in SCHEDULE IV herein under. The said apartment and its configuration and the said development and its layout are depicted in the plan annexed hereto.

3. The PURCHASER have hereby acknowledged of having inspected the documents pertaining to the said property, permissions / approvals for the construction of the said development and other relevant documents and is fully satisfied with the same.

4. It is expressly agreed by the PURCHASER that:

(a) If the installments are not paid to the VENDOR as per the respective time bound stages on issue of demand by the VENDOR and / or the PURCHASER commits default or breach in observing and performing any of the terms and conditions of his agreement, the VENDOR shall be at liberty to terminate this agreement but only after giving the PURCHASER 15 days prior written notice of his/its intentions to do so and of the specific default(s) or breach(es) of the terms and conditions by reason(s) of which such termination is intended; and only if the PURCHASER does not remedy these defaults(s) or breach(es) within 15 days of the receipt of such notice. The VENDOR shall then refund to the PURCHASER the money which may till then have been paid by the PURCHASER but the VENDOR shall not be liable to pay any interest on the amount so refunded.

(b) In the event of termination of this agreement due to default(s) or breach(es) as provided for above and upon payment of the refund to the PURCHASER and without in any manner prejudicing the rights of the VENDOR under this agreement and / or in law, the VENDOR shall be at liberty to enter into an agreement in respect of the said apartment with any person/s of his choice or otherwise deal with the said apartment as he deem fit and the PURCHASER shall not be entitled to question such

termination nor challenge such an agreement or claim any amount whatsoever from the VENDOR.

(c) Subject to what is stated in clause 5(a) hereinabove and without prejudice to the VENDOR's other rights under this agreement and /or in law, the VENDOR exclusively at his/its discretion may accept from the PURCHASER payment of the installment after the stipulated due dates, provided the PURCHASER pays a simple interest on the delayed payments at the rate of 11 percent per annum. This provision for payment of interest on delayed payments by way of additional right and the discretionary option in favor of the VENDOR and does not entitle the PURCHASER to commit any delay or default in payment of any amount to the VENDOR.

5. The VENDOR shall, subject to the other terms and conditions herein, put the PURCHASER in possession of the said apartment on 16<sup>th</sup> March 2019, herein after referred as "THE STIPULATED POSSESSION DATE".

6. If the PURCHASER requires the VENDOR to make any additions or alterations in the standard internal layout of the said apartment or to execute any of the items of work involving changes or enhancements in configurations, design, features, fittings, finishes, materials or other specifications that differ from or are extra to the standard specifications, herein referred to as "extra items", these may be permitted at the discretion of the VENDOR's architects and structural engineers, executed by the VENDOR's agents / workmen and supervised by the VENDOR's architect. The PURCHASER shall pay for these extra items upon receiving the VENDOR's bill of charges for the same.

7. (a) Upon the VENDOR notifying the PURCHASER that the said apartment is ready for possession and occupation, the PURCHASER shall take possession of the said apartment. The VENDOR shall put the PURCHASER in possession of the said apartment upon receiving full payment of all amounts due under this agreement and full payment of the extra items, if any, as referred to in clause 6 hereinabove.

(b) Prior to taking possession of the said apartment, the PURCHASER shall inspect the same and satisfy himself/herself/ themselves that it has been constructed as per the plan, specifications and extra items agreed upon. Within 14 days of such inspection the VENDOR shall at his/its own cost, make good, correct, rectify and repairs any defect/s or deficiencies or departure from specifications, or execute incomplete items of work, if any, that may be brought to their notice by the PURCHASER. Immediately on completion of the repairs by the VENDOR of the necessary repairs and corrections of deficiencies / item of works if any, as aforesaid, the PURCHASER shall take possession by receiving the keys of the said apartment from the VENDOR and by countersigning a possession certificate to this effect.

(c) Upon taking physical possession in this manner, the PURCHASER shall not be entitled to raise any further objections, dispute or complains in respect of the finishes and specifications of the said apartment, or in respect of any item/s of work allegedly not executed or completed or corrected or made good by the VENDOR. However, the VENDOR agrees to rectify/ repair at his/ its cost any constructional or structural defect/s in the said apartment or the building housing the said apartment up to a period of 24 months from the date of completion of the construction of

the building/ apartment as evidenced from the Occupancy certificate. However the VENDOR shall not be liable or responsible for repair/ replacement of the bought out items in respect of which the manufactures' warranty has expired before the end of the above mentioned 24 month period and shall not be liable or responsible for the repair/ replacement of any item that is broken/ damaged due to the mishandling, misuse, normal wear and tear and inadequate preventive maintenance.

(d) Upon receiving notice from the VENDOR that the apartment is ready for possession and occupation, the PURCHASER shall take such possession of it in the manner aforesaid, at the earliest. If for any reason/s the PURCHASER is unable to take possession on the stipulated possession date or the earlier date as the case may be, the parties herein mutually agree on a date that is convenient to the PURCHASER to do so, however, the PURCHASER shall nevertheless be bound and obliged to complete the full payment of all amounts due under this Agreement within 30 days of receiving the VENDOR's notice of the stipulated possession date or the earlier possession date as the case may be.

8. The VENDOR shall neither be in the breach of this agreement nor shall it incur any liability in the event of any delay/s in the completion of the said development in the handing over of possession of the said apartment by the stipulated date where the delay/s is/ are due to the reasons beyond the VENDOR's control such as:

(a) The non-availability/restricted supply of steel, cement, building material, water, electricity, etc. whether due to transport or other strikes, stoppages, shortages, outages, or any other causes. Delays due



to changes in any laws or changes in the official planning- approval and completion certificate procedures or due to issuance /promulgation of any notice, act, law, statute, order, rule, notification by the public and local authorities or Court/s of Law or delay/s in the issue of occupancy and other completion certification by the concerned authorities, or due to the delay/s in the sanction of electricity connection/s and / or water connection/s to the said apartment/ development; where such delays are not a consequence of any act/s of commission or omission of the VENDOR or his agents.

(b) National emergency, acts of God, force majeure, earthquake, lightning, fire, tempest, riots, vandalism, terror attacks, arson, general strike, war, air raids or any causes/ reasons beyond the control of the VENDOR. If for any reason/s the VENDOR fails to give possession of the said apartment to the PURCHASER on the stipulated date or within any further date/s or period agreed upon between the parties hereto, then in such a event the PURCHASER shall be entitled to give notice to the VENDOR terminating this agreement and the VENDOR shall within 30 days of such a notice refund all amounts paid by the PURCHASER with simple interest thereon at the rate of 9 percent per annum computed from the date the VENDOR received each of the amounts till the date the total of this amounts and interest thereon are refunded to the PURCHASER. The VENDOR shall in addition pay to the PURCHASER a sum of Rs 25,000(Rupees twenty five thousand) only as liquidated damages in respect of such termination but the VENDOR shall not be liable to pay the PURCHASER any compensation for the consequential loss/es whether direct or indirect, penalty or other amount/s whatsoever.

Thereafter, neither party shall have any claim against the other, either in respect of the said apartment or arising from/ out of this agreement.

9. All payment made by the PURCHASER to the VENDOR of amount/s under this agreement shall be acknowledged by a stamped receipt. All payments and refunds, if any, by the VENDOR to the PURCHASER of any amount/s under this Agreement shall be made in Indian Rupees by cross cheques drawn on the PURCHASER's bank account or by electronic transfer in the account of 'Cirma Construct Co', as per the instructions of the VENDOR.

10. It is hereby agreed that the VENDOR is entitled to make such changes / variations / alterations in the plan, design, elevation, layout of the building/s or of the said development including relocating open spaces, other structures and buildings, gardens, amenities, and varying the layout / placement / orientation of the accesses, pathways, driveways, parking spaces, access ways, gates, walls, entrances, etc, in the said development, as the architects, engineers or the approving authorities may require or consider necessary but provided that in so doing, the said apartment is not affected adversely.

11. If any increase in the FAR /Coverage is allowed in the future, the VENDOR shall be the sole beneficiary of the same and the PURCHASER/s shall not object nor make a claim for the same.

12. The area of the said apartment, after it is finally and completely constructed shall be measured and quantified and certified by the VENDOR's architect/ engineer and notified to the PURCHASER on completion of the construction and prior to the date for handover of possession. The PURCHASER agrees that if, for any reason/s, the area

measured and quantified per the definition hereunder and certified as aforesaid on completion of its construction, it is found to be greater than that specified in this agreement then in such an event he/ she/ they shall, on or before taking possession pay the VENDOR an additional amount towards the deposit on the basis of the rate per square meter obtained by dividing the sum total of all the amounts payable as per the schedule by the area specified in this agreement. Similarly, if the certified area is found to be less than that specified in the Schedule, the VENDOR shall refund to the PURCHASER the amount, computed on the same pro-rata basis, corresponding to the decrease in area.

13. The said apartment is an apartment and the area shall include its build up area as well as its verandahs , patios, balconies, projections of windows having tiles and railings , the proportionate share of the cross – sectional area of the common staircase block and entrance lobby of the building housing the said apartment.

14. The PURCHASER affirms that, provided the said apartment is not adversely effected, have no objection whatsoever to the VENDOR constructing the other apartment/s /building/s depicted on the plan herein annexed hereto and completing the construction and sale / lease / rent of the apartments therein, at it's /the VENDOR's convenience and to its / the VENDOR commencing/ re-commencing/ proceeding with / undertaking the construction of the other apartment/s/ building/s at its convenience and, in the sequence and time frame of its/ the VENDORS own choosing. The PURCHASER shall not raise any objection to the construction, development, sale, rent, lease and the management of the

other apartment/s / buildings in the said development by the VENDOR or its nominees and / or its successors- in – interest.

15. The VENDOR shall assist the PURCHASER to form an Association or society herein after called the 'Entity' for the maintenance of the complex and transfer the funds collected towards the maintenance in an account that will be held by the Entity so formed consisting of all the owners of 'Eternia'. The Association shall make all decisions regarding the management, security, maintenance, repairs, insurance, monthly outgoings etc, of the building/s, common areas, gardens and common amenities like staircases, septic tanks, overhead water tanks, sump, solar heaters, etc and to effect the collection and accounting of the individual contributions from the apartment.

14. The PURCHASER/s expressly agrees that:

(a) He /she/ they shall pay a proportionate share of the expenses in respect of the said development as billed by the 'Entity' and will include outgoings towards taxes levied by the concerned and / or Government authorities, common electricity & water charges, insurance, repairs of common areas/ structures; salaries of the estate managers and staff and security guards if any, gardening and other expenses necessary and incidental to the maintenance and management of the said development. Each owner share shall be computed on the basis of the ratio of the area of the said apartment to the total area of all the apartments in the said development.

(b). He / she/ they before taking possession of the said apartment, pay the provisional amount specified the schedule as in advance towards his/ her/ their proportionate share of expenses for the first thirty six

months following the date of possession. The proportionate share of expenses shall be payable irrespective of whether the PURCHASER is in occupation of the said apartment or not. The PURCHASER shall thereafter regularly pay such annual advances towards his / her / their proportionate share of expenses without delay or default and shall indemnify the VENDOR and other owners against any loss.

( c). The PURCHASER from the date of taking possession of the said apartment at his/ her/ their cost maintain it in good, habitable repair and condition so as to support shelter and protect the other parts of the building in which the said apartment is situated, and shall carry out the necessary and adequate preventive maintenance of the interiors and shall not do suffer to be done anything in or to the said apartment/ building housing the said apartment, the said development

15. Unless the prior permission of the VENDOR or the Entity (when formed) is obtained the PURCHASER shall not, after taking possession, make any changes / additions / alterations to the external elevations, outside colour scheme, grill work of the windows, doors or French windows of the said apartment, nor is the PURCHASER permitted to enclose the balconies, porches, verandahs and open terraces / sundecks either by glazing, shuttering, walling, grill-work, nor is the PURCHASER permitted to construct or install new/additional attics, lofts, mezzanine floors, or otherwise increase the area of the said apartment in any manner, nor is the PURCHASER permitted to construct or install additional walls, windows, doors, grills, entrances, exists, etc, or excavate the floorings, or alter the internal layout of the said apartment

or the external faces of the said building in any manner whatsoever, nor shall the PURCHASER change, alter, increase or install additional flooring/ floor/ wall tiling, electrical points/ kitchen and bathroom plumbing/ or sanitation/ drainage outlets provided and shall not chisel, demolish or in any other manner cause damage to the columns, beams, walls, flooring, tiling, ceiling, slabs, roof, RCC, or other structural members, or make any internal structural alterations or sub divisions of the said apartment. The PURCHASER shall be responsible to the VENDOR or the Entity when formed and to the concerned local/ other authorities for any violations or breach of the provisions.

17. The PURCHASER shall not store / use in the said apartment any goods, objects, or substances that are of hazardous, combustible, contraband and dangerous nature, or that may damage the construction or the structure of the building housing the said apartment

18. The said apartment shall be utilized purely for residential purposes and not for any commercial, business or non- residential uses or purposes whatsoever.

19. The PURCHASER shall not construct, erect or place any hedge, grill, barricade, fencing, wall, structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertisement or other signage, etc at / around/ over/ in front of any doorways, entrances and windows of the said apartment or in / above / around the sun deck, open terraces, porches, driveways, pathways, parking spaces or gardens.

20. On completion of the construction the VENDOR shall have the right to install / display signboards/ plaque on and around the development.

21. Any contravention or infringement of the covenants, terms and conditions appearing in the preceding clauses shall be treated as a breach of contract, and render the Agreement void/ void able/ rescindable, and the PURCHASER in that event shall not be entitled to any right arising out of this Agreement.

22. The rights of the PURCHASER, the 'Entity', when formed and all its members shall be subject to the rights of the VENDOR under this Agreement, the M.O.U and other documents and subject to the VENDOR's rights in respect to the said property and the said development. Any delay or indulgence by the VENDOR in enforcing the terms of this Agreement or the forbearance or giving of the time to the PURCHASER, shall not be treated as a waiver on the part of the VENDOR of any of the terms and conditions of this Agreement, nor shall it in any manner prejudice the rights of the VENDOR.

23. It is expressly agreed by the PURCHASER that:

(a) The VENDOR shall have the right to alter/ amend/ change/ substitute/ replace all or any of the materials or items comprising the specifications of the said apartment/ or the said development and/or the said amenities, if required, or if it is in the interest of improving the quality and enhancing customer satisfaction or in the event the particular brand/ make of any material/s or item/s are of a quality or threshold – value, in apartment cost terms, equivalent to that of the materials or items originally intended to be provided as standard specifications to all apartments in the said development or as part of the said amenities.

(b) The standard specifications may, at times, vary between apartments in the said development but only to the extent of overall

differences such as colour, size, shade, appearance, but not in terms of the threshold apartment- values or apartment costs of materials or item/s originally intended to be provided. Brought-out/ manufactured items and natural materials are subject to variations in size, shade and thickness, but these variations shall be within commonly accepted tolerance levels.

24. Any dispute/s arising between the parties to this Agreement whether in relation to the interpretation of its clauses and conditions, or to the performance of this presents or concerning any act or omission of either party to the dispute/s, or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be referred to a sole Arbitrator who shall be a permanent resident of Goa, appointed by mutual consent of both the parties, and such arbitration shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act,1996 as amended up to date.

25. If at any time, any provision of this agreement is declared invalid or unenforceable under the applicable law/s or under direction or orders or any judicial or other competent authority, the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. The VENDOR and the PURCHASER also agree that all disputes if any, arising or concerning this Agreement shall come under the sole, exclusive legal jurisdiction of Goa, India.



26. The PURCHASER shall pay their share of applicable taxes, such as house tax, service tax, infrastructure tax, etc as levied by the government and other bodies and shall also pay their proportionate share towards water, electricity connections before taking possession of the apartment.

27. The address of both parties mention in this agreement shall be the address for the purpose of correspondence. In addition emails shall be considered as valid correspondence if send to the below mentioned email addresses of the VENDOR & the PURCHASER/s respectively.

Email of the VENDOR: cirmahomesgoa@gmail.com

Email of the PURCHASER: \_\_\_\_\_

28. The VENDOR agrees that, upon completion of the construction of the said apartment as evidenced by the occupancy certificate issued by the Village Panchayat and subject to the terms and conditions herein, shall put the PURCHASER in possession of the said apartment by executing a Deed of Sale and the PURCHASER shall have full right to enjoy and use the said apartment.

29. It is herein stated that possession of the Apartment bearing No. \_\_\_\_\_ is not handed over by this agreement of sale.

#### SCHEDULE I

(Description of the said property)

The property comprises of a plot of land described as follows:

All the property called "LOTE PEQUENO" and as per the form I & XIV , situated in Madallem ward of Cansaulim village within the jurisdiction of the village Panchayat of Cansaulim- Arossim- Cuelim, Taluka and sub

district of Mormugao, district of South Goa. The said property is described in the Land Registration Office of Salcete under description No. 22428 of Book B new series and enrolled in the Mormugao Taluka Land Revenue Office under Matriz No.52 of Cansaulim Village, and surveyed under No 37, Sub Division 5 of Cansaulim village and admeasuring 1725sq. mts and is bounded as under:

On the East by the Survey No. 37/6, on the West by the road , on the North by the properties bearing survey nos.34,37/2,37/3,37/4 and on the South by the property bearing Survey No. 37/8.

#### SCHEDULE II

(Description of the said Apartment )

The apartment is a Two bed room apartment , situated on the\_\_\_\_\_ floor, on the \_\_\_\_\_ side of Block \_\_, bearing No: \_\_\_\_ in the said development known as 'ETERNIA' and has the internal layout and configuration as depicted in the plan annexed hereto. The said apartment shall have an area, as defined herein under of 105.00square meters (One hundred and ten Square meters), subject to measurement, quantification and certification as described in Clause 12 & 13 herein above. The said apartment has a carpet area of Carpet area of 86.01 Sq.mts (Eighty six point one sq. meters).

The boundaries of the apartment are as under:

On the North: By Apt. bearing No. \_\_\_\_\_

On the South: by plot boundary.

On the East: by the plot boundary and partly by Block \_\_\_\_\_

On the West: By Plot boundary beyond which lies the Village road.

## SCHEDULE III

(Payment of installments towards the Apartment No. \_\_\_\_ and share of expenses)

The total cost of the apartment of Rs.\_\_\_\_\_/-( Rupees \_\_\_\_\_ only) shall be paid by the PURCHASER to the VENDOR prior to receiving possession of the said apartment, excluding net of bank/ transfer charges and as per the following work progress related & time bound schedule of installments. Goods and service tax at the rate of 12% is payable by the PURCHASER on all such installment and **is not included** in the following installments.

Sr. No.	Particulars	Installment
1.	On booking	
2.	On completion of plinth	
3.	On completion of first slab	
4.	On completion of second slab	
5.	On completion of roof slab	
6.	On completion of masonry	
7.	On completion of plaster	

8.	On completion of flooring	
9.	On completion of painting	
10.	On intimation of completion	
	Total :	
c)	At handing over: Proportionate share as per Clause 26 & Maintenance amount (proportionate share of the expenses to be paid by the Purchaser to the 'Entity' provisionally quantified at Rs.36,000/- for three years, calculated from the date of issue of Occupancy certificate )	

The Vendor acknowledges the receipt of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only) today as payment towards the first and Second installment as per the completed stages of work, vide cheque No. \_\_\_\_\_ dt. \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ branch, Goa

#### **SCHEDULE IV**

(Standard specifications of the said apartment and the said amenities)

#### **THE SAID APARTMENT/ APARTMENT:**

- **STRUCTURE:** R.C.C (reinforced Cement concrete) frame with R.C.C beams, columns, slabs and roofs. Laterite stone/ concrete block/ brick masonry in cement mortar 1:5. Internal partition walls of 4" to 6"

thickness, and the external walls of 6" to 8" thickness. Roof slab waterproofed and lined with Mangalore tiles.

- **SURFACES:** Internal walls with a cement/gypsum based wall plaster finish, painted with tractor or equivalent emulsion paint. External walls with

a double coat, if required, of sand faced cement plaster painted with waterproof paint.

- **DOORS AND WINDOWS:** Frames will be in Sal/ Matti wood, Shutters and frames in seasoned timber. Main door of teak wood all other doors of high marine- grade flush doors with teak veneer or equivalent. Windows will be of teakwood fully or partially glazed with distortion free float glass. Doors and windows varnished internally and varnished or oil-painted externally.

- **IRONMONGERY:** All doors and windows with quality brass or stainless steel or equivalent hinges and fittings. Night latch, door handle, eye viewer and aldrip shall be provide for the main door. Mortise locks on all bedroom doors and tubular locks on all bathroom doors shall be provided.

- **FLOORING:** Vitrified tiled flooring and skirting for the living dining area (basic rate of tile Rs 600/ m<sup>2</sup>). Skirting of the same material of 3" height. (furniture is not provided)

- **KITCHEN:** Natural granite stone work top supported by standard length stone slab supports with 18" and 24" high wall tiles above the worktop. Inlaid stainless- steel Frankie TM or equivalent stainless steel sink with hot and cold mixer taps from Jaquar or equivalent. Plumbing/ electrical provisions for with hot and cold water taps and water purifier.

Built-in power sockets and plumbing sockets for washing machine. (Kitchen cabinetry, furniture, appliances, etc, not provided).

- **TOILETS, PLUMBING AND SANITATION:** Concealed plumbing with chrome-plated brass fittings and hot and cold-water mixer taps of Jaquar make or equivalent. EWC commode and washbasin in ivory/ White color ceramic sanitary ware. Non- skid floor tiling, with ivory/ white color ceramic wall tiling, with ivory/ white color ceramic wall- tiling from skirting to door height.( Basic rate of tiles Rs.450/m<sup>2</sup>). Common Solar water heater of adequate size shall be provided for the building.

- **ELECTRICAL INSTALLATIONS:** 3- phase power with tri rated double insulated wire electric supply from the state Electricity Department and subject to their supply and the terms and conditions thereof. Each bedroom will have two light points, one fan point, two 5 amps plug point and 15amps power point for the air conditioner. The bathrooms will have two light points, one 5 amps socket . The living room will have four light points and four plug points in addition to two fan points, in addition provisions shall be made for a TV and telephone. The kitchen shall have two light points 3 plug point of 5 amps in addition to a 15 amps power point. Provisions shall be made for invertor installation.(Inverter not provided) Other points include a light point at the entrance door and a bell point. (Light, fans, geysers, etc not provided). Electrical supply from the State Electricity Department, subject to their supply and the terms and conditions thereof and availability/release. sanction & installation of the Cables/ transformer etc, thereof. The PURCHASER shall pay his/ her/ their proportionate share

towards the electrical connection( including cost of electrical meter, Government charges and other peripheral expenses).

. **WATER SUPPLY:** Through G.I pipes/ HDPE pipe down take from an over head storage tank and ground level suction tank of adequate capacity, fed by the mains supply, augmented if and when necessary by water tankers to be paid for by the Association. Water supply from the State public Works Dept, subject to their supply and the terms and conditions thereof. The PURCHASER shall pay his/ her/ their proportionate share towards the same.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and herein above written.

Signed and delivered by the  
within named VENDOR  
CIRMA CONSTRUCT CO. a  
proprietorship concern of  
Mr. Ignatius Tony Pereira  
For self and on behalf of the  
Consenting Party.

Left hand fingers' impression:

Right hand fingers' impression:

SIGNED AND DELIVERED by  
the within named PURCHASER

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Left hand fingers impression:

Right hand fingers impression:

Witnesses:

1.

2.





