

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Panaji, on this day of, 2018

B E T W E E N

M/S.MODELS CONSTRUCTION PVT. LTD., a Company incorporated under the Companies Act 1956, having its Office at 7th Floor, Karim Mansion, St.Inez, Panaji, Goa 403001, bearing PAN Card No.AAECM5100A, Phone Number 0832 2227688, email id: models@modelsgoa.com, represented herein by its Director MR.PETER VAZ, 50 years of age, son of late Mr.Diogo Vaz, married, business, Indian National, having PAN Card No.AAYPV2387H, Aadhaar Card No.7927 9133 6521, Phone Number 0832 2227688, email id: models@modelsgoa.com, residing at Bungalow D, Models Meridien, Marine Road, Caranzalem, Goa 403002, hereinafter referred to as the **PROMOTER** (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in title, administrators, executors, Legal Representatives and assignees) of the **FIRST PART.**

A N D

1. MRS....., daughter of and wife of Mr....., agedyears, married, Service, ____National, holding **PAN** Card No....., **Aadhaar** card No....., **Mobile No.....** and her husband,

2. **MR.....**, son of, aged years, married, Service, _____ National, holding **PAN** Card No....., **Aadhaar** Card No....., **Mobile No.**, hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

WHEREAS there exists a property known as Palm Grove “SAM PAULO” or also known as “CARDOZO” bearing Survey No.147/1 of Taleigao Village bears description No.6999 of Book B 18 new and its useful domain is inscribed in favour of Antonio Elisio Lourdes Martins under Inscription No.768 of Book G-16 in the Conservatoria / Land Registration Department of Ilhas.

AND WHEREAS the inscription was done in the year 1932 and hence ever since 1932 the said Antonio Elisio Lourdes Martins had been the owner in possession of the same.

AND WHEREAS the said Antonio Elisio Lourdes Martins alias Antonio Martins was married to Maria Ermelinda Gracias Martins alias Maria Conceicao Ida Ermelinda Sao Jose Gracias Martins and that both expired leaving behind only 2 children namely Maria Herminia Suda Martins married to Fernando Gustavo Tovar Furtado and one son namely Jose Maria Antonio Agnelo Lourdes Martins, married.

AND WHEREAS by Deed of Relinquishment of Rights and Succession executed at folio 66 onwards of the register book of deeds No.624 in to office of the Civil Registrar cum Sub-Registrar and Notary

Ex-Officio of Panaji, Goa, the said daughter Maria Herminia Suda Martins and her husband Fernando Gustavo Tovar Furtado relinquished their rights to the inheritance and accordingly the said son Jose Maria Antonio Agnelo Lourdes Martins became the sole successor and the sole heir of the parents.

AND WHEREAS the said Jose Maria Antonio Agnelo Lourdes Martins, married to Mrs.Viveca Fernandes e Martins.

AND WHEREAS accordingly the property came to be owned and possessed by Jose Maria Antonio Agnelo Lourdes Martins and his wife Mrs.Viveca Fernandes e Martins as the sole owners of the same.

AND WHEREAS in said property there was a mundkar who purchased an area of 430sq.mts. and consequently the balance area which remained for the owners was 2140sq.mts.

AND WHEREAS by an agreement for sale dated 31/12/2014 registered in Book No.I, Document Registration Number PNJ-BK1-00098-2015, CD Number PNJD38 on 12/01/2015 before the Sub-Registrar of Ilhas the said Mr.Jose Maria Antonio Agnelo Lourdes Martins and his wife Mrs.Viveca Fernandes e Martins agreed to sell to Models Construction Pvt. Ltd. all that 1467/2140ths undivided rights to the same with the right to consume the FAR of 2200.50sq.mtrs. by putting up built up areas in an area equivalent to 1,100sq.mts. of land, the said property is described hereinafter in Schedule No.IA and is bounded as under:

On the North: By the plot purchased by the legal heirs of mundkar, late
Mr.Vincente Casimiro Sebastiao Faria;

On the South: By 15 meters Public Road;

On the East: By property bearing survey No. 147/1B;

On the West: By 15 meters Public Road

AND WHEREAS by virtue of the aforesaid Agreement for Sale dated 31/12/2014 the PROMOTER is in possession of the project and has every right to carry on with the construction in the Said Property.

AND WHEREAS the PROMOTER herein are constructing a commercial cum residential building project in the portion of the said property which portion shall be hereinafter be referred to as “The SAID PROPERTY” and is more particularly described in the Schedule No.I and said commercial cum residential project is known as “Taleigao Central”.

AND WHEREAS the Office of the North Goa Planning & Development Authority, Panaji - Goa has issued an Order for Development Permission under Section. 44 of the Town and Country Planning Act of 1974, for the said property of Survey No.147/1 to the Shri. Jose Maria A. A. L. Martins, on 29/12/2011 under No.NGPDA/1528/2579/2011 & further renewal vide No. No.NGPDA/1528/2590/15 dated 18/02/2015 & revised vide. No.NGPDA/1528/3208/2016 dated 10/02/2016 and further revised Vide No.NGPDA/1528/1744/17 dated 08/12/2017.

AND WHEREAS the Office of the District Collector, North Goa, had issued a Sanad dated 30/06/2015 under No.RB/CNV/TIS/COLL/05/2012.

AND WHEREAS the PROMOTER obtained Construction License No: VP/TLG/CONST.LIC/89/13-14/2288 Dated: 29/01/2014 from office of The Village Panchayat, Taleigao Tiswadi - Goa for the SAID PROPERTY and further renewed vide licence No.VP/TLG/CONST.LIC/17/2015-2016/388 dated 19/05/2015 and revised vide Construction Licence No.VP/TLG/CONST.LIC/6/2016-17/162 dated 21/04/2016.

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

AND WHEREAS the Architect Mr.Amaro Fernandes, having No. AR/0016/2013 has issued an Estimate for construction of a Commercial cum Residential Building in the above Survey No.147/1.

AND WHEREAS the Sub Registrar of Ilhas - Goa has issued a Nil Encumbrance Certificate for the above Survey No. 147/1, of Village Taleigao dated 20/02/2018.

AND WHEREAS the PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the

buildings and the PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above said Agreement for Sale dated 31/10/2014 the PROMOTER has right to sell the Flat/Shop in the said building/s to be constructed by the PROMOTER and to enter into Agreement/s with the ALLOTTEE(s)/s of the FLAT/SHOP and to receive the sale consideration in respect thereof and the VENDOR will sign, execute the present Agreement for Sale as the owner of the said property.

AND WHEREAS the PROMOTER, accordingly, is carrying out the construction of a commercial cum residential project identified as “Taleigao Central” comprising of one building, having ground/stilts and 6 floors.

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.Amaro Fernandes, 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 the ALLOTTEE has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Aires Pinto Furtado, Fontainhas, Panjim, Goa dated 20/02/2018, showing the nature of the title of the PROMOTER to the

project land on which the FLAT/SHOPS/Shops are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Building as approved by the concerned Competent Authority have been annexed.

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

AND WHEREAS the authenticated copies of the plans and specifications of the FLAT/SHOP/Shop agreed to be purchased by the ALLOTTEE, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building wherever applicable and shall obtain the balance approvals, if any 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 shall be granted by the concerned local authority.

AND WHEREAS the PROMOTER has completed a portion of the said project for which the Authorities have issued the part Completion Certificate as well as part Occupancy Certificate. And the portion of the said completed part of the project is handed over to the Property Owner.

AND WHEREAS the ALLOTTEE approached PROMOTER for purchase of a residential flat/commercial Shop No._____ on the _____ floor being constructed in the said project and hereinafter the flat/shop is referred to as “**THE SAID FLAT/SHOP**” described in the Schedule-II hereunder written and shown in the plan annexed and the PROMOTER has agreed to construct the same for the ALLOTTEE and the parties have accordingly agreed on the following terms and conditions.

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

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 Flat/Shop 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/will register the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under no. ; _____

AND WHEREAS, under section 13 of the said Act the PROMOTER is required to execute a written Agreement for sale of said Flat/Shop with the ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the SAID FLAT/SHOP.

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

1. The PROMOTER is constructing the said building consisting of ground/stilt and Six 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 SAID FLAT/SHOP of the ALLOTTEE except any alteration or addition required by any Government authorities or due to change in law. or (ii) the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer.

1.a (i) The ALLOTTEE hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE FLAT/SHOP No._____ on the _____ floor of Building No._____ of “Taleigao Central” having carpet area admeasuring sq. metres. The said Flat/Shop shall also have an exclusive carpet area of balcony admeasuring _____ sq.mts. and exclusive Terrace area of _____ carpet area, and is hereinafter referred to as "the SAID FLAT/SHOP" as shown in the Floor plan thereof annexed hereto for the consideration of Rs. which includes the proportionate incidence 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 Schedule II hereinafter written.

1(b) The total aggregate consideration amount for the SAID FLAT/SHOP Rs./-

1(c)(i) The above said sum of **Rs. -----/- (Rupees -----
-----Only)**

includes the cost of the construction of the said Shop/Office and also the cost of the incidence of the land proportionate to the Super built up area of the said Shop/Office.

1(c)(ii) 1(c)(ii) If the ALLOTTEE commits default in observing and performing any of the terms and conditions of this Agreement, the PROMOTER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The PROMOTER shall, however, on such termination, refund to the ALLOTTEE the amounts, if any, which may have till then been paid by the ALLOTTEE to the PROMOTER, after forfeiting an amount of Rs.2,00,000/- (Rupees Two Lakhs Only) or 10% & whichever is higher of the total amount excluding taxes paid to the PROMOTER without any further amount by way of interest or otherwise, within 60 days.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other

increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEE on such terms and conditions as the parties mutually agree upon. 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 completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the

said Rules), from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the Promoter shall demand additional amount from the ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(h) The ALLOTTEE authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the FLAT/SHOP to the ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the FLAT/SHOP.
- 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 FLAT/SHOP to the ALLOTTEE and the common areas to the association of the ALLOTTEES after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the ALLOTTEES have paid all the consideration and other sums due and payable to the promoters as per the agreement. Similarly, the ALLOTTEE shall

make timely payments of the installment 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 Area Ratio available as on date in respect of the project land is 2140 square meters and the area of plot for development is 1467sq.meters only and Promoter has planned to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and ALLOTTEE has agreed to purchase the said FLAT/SHOP based on the proposed construction and sale of FLAT/SHOPS 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. The PROMOTERS company reserves its right to revise the existing permission to add the units on existing structure and also made aware to the ALLOTTEES about this fact and the ALLOTTEE has given the consent at the time of booking / confirmation of allotment only for such revision.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the FLAT/SHOP 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 RERA 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 Rules, on all the delayed payment which become due and payable by the ALLOTTEE to the Promoter under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment of installments, 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. The PROMOTER shall, however, on such termination, refund to the ALLOTTEE the amounts, if any, which may have till then been paid by the ALLOTTEE to the PROMOTER, after forfeiting an amount of Rs.2,00,000/- (Rupees

Two Lakhs Only) or 10% (whichever is higher) of the total amount excluding taxes paid to the PROMOTER without any further amount by way of interest or otherwise.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the installments of sale Consideration of the FLAT/SHOP which may till then have been paid by the ALLOTTEE to the Promoter and the Promoter shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Promoter in the said building and the FLAT/SHOP as are set out in Schedule No.IV herein.
6. The Promoter shall give possession of the FLAT/SHOP to the ALLOTTEE on or before..... day of20..... If the Promoter fails or neglects to give possession of the FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP on the aforesaid date, if the completion of building in which the FLAT/SHOP 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.

(iii) non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the Owner/ Developer/PROMOTER; or

Strikes or agitation by the workers, employees or laborers of the Owner/ Developer/PROMOTER or the contractors or suppliers; or

Government seizures of the equipment and/or plant of the building

Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;

Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Unit for reasons not attributable to the Owner/ Developer/PROMOTER.

Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.

The Owner/ Developer/PROMOTER shall, wherever it is necessary, intimate the authority in this regard.

The Owner/ Developer/PROMOTER shall not be liable to pay any compensation to the ALLOTTEE for delay on any account of the abovementioned reasons & or situations or conditions.

- 7.1(A) 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 FLAT/SHOP, to the ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the FLAT/SHOP to the ALLOTTEE. The Promoter agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment 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 FLAT/SHOP within 15 days of the written notice from the Promoter to the ALLOTTEE

intimating that the said FLAT/SHOP is ready for use and occupancy:

- 7.3 Failure of ALLOTTEE to take Possession of FLAT/SHOP upon receiving a written intimation from the Promoter as per clause 7.1, the ALLOTTEE shall take possession of the FLAT/SHOP from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the FLAT/SHOP to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in clause 7.2, such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.
- 7.4 If within a period of five years from the date of handing over the FLAT/SHOP to the ALLOTTEE, the ALLOTTEE brings to the notice of the Promoter any structural defect in the FLAT/SHOP or the building in which the FLAT/SHOP are situated or any defects on account of workmanship, quality or provision of service, then, (excluding wear and tear and misuse) wherever possible such defects (unless caused by or attributable to the ALLOTTEE) shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the FLAT/SHOPS after taking possession, and has made internal/external changes on the unit or

in the material used therein, resulting in cracks and dampness or any other defect within or to the adjoining FLAT/SHOP/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The ALLOTTEE shall use the FLAT/SHOP or any part thereof or permit the same to be used only for purpose of Commercial use. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. (i) The ALLOTTEE along with other ALLOTTEE(s) of FLAT/SHOPS 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 bye-laws 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 organization 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.

(ii) The amount so paid to the ENTITY shall be kept by the ENTITY in any bank in a Fixed Deposit or held in such manner as may be decided in the General Body Meeting of the ENTITY and the interest thereon shall be used to meet the painting, repairs and maintenance in the manner decided by the ENTITY.

(iii) If the PROMOTER and/or the ENTITY are of the opinion that the yield on amount as mentioned hereinabove is not going to be sufficient to meet the expenses for painting, repairs and maintenance the PROMOTER and/or the ENTITY are authorized to increase the aforesaid deposit with prior intimation to the ALLOTTEE and the ALLOTTEE shall pay the same within 15 days from the date of such intimation

9.1 Within 15 days after notice in writing is given by the Promoter to the ALLOTTEE that the FLAT/SHOP 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 FLAT/SHOP) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of ALLOTTEES is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the ALLOTTEE shall pay to the Promoter such proportionate share of outgoings as may

be determined. The ALLOTTEE further agrees that till the ALLOTTEE's share is so determined the ALLOTTEE shall pay to the Promoter provisional yearly contribution of Rs. -----/- per annum towards the outgoings. **FOR: FLAT - 1 bedroom Rs.24,000/- 2 bedroom Rs.36,000/- & For SHOPS Rs.18,000/-.** The ALLOTTEE undertakes to pay such provisional yearly contribution and such proportionate share of outgoings before taking possession of the Said FLAT/SHOP for the first year and within 15 days of demand for subsequent years and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by ALLOTTEE shall be regarded as the default on the part of the ALLOTTEE and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :
 - (i) Rs.510/- for share money, application entrance fee of the Society or Limited Company//Federation/Apex body.
 - (ii) Rs.25,000/- For non-refundable deposit towards Water & Electricity, and other utility and services connection charges.
 - (iii) Rs.25,000/- for non refundable deposits towards installation of electrical receiving transformer and sub-station, electric meter, cable, etc.
 - (iv) Rs.800/m² as infrastructure Tax.

(v) Rs.24,000/- per annum for 1 bedroom Flat and Rs.36,000/- per annum for 2 bedroom Flat and Rs.18,000/- per annum for Shop towards the recurring charges for common amenities.

(vi) Rs.1,000/- per m2 as Corpus towards maintenance deposit.

(vii) Stamp Duty and Registration Charges. As per the prevailing notifications and applicable rates.

11. The ALLOTTEE shall pay to the Promoter a sum of Rs.15,000/- for meeting all legal costs, typing/printing cost and towards misc. expenses for preparation of present agreement and also to complete formalities for execution, presentation, and registration of the present agreement before the concerned sub-registrar, and towards charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of sale.
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 FLAT/SHOP 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 FLAT/SHOP to the ALLOTTEE in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEES the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the ALLOTTEES
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities upto the date of obtaining Occupancy Certificate.

- 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.
 - xii. It is clearly agreed and understood by the ALLOTTEE that the PROMOTER responsibility during the above period shall be the payment of the above expenses only and the PROMOTER shall not be responsible for any accidents or thefts occurring within the precincts of “Taleigao Central”.
14. The ALLOTTEE/S or himself/themselves with intention to bring all persons into whosoever hands the FLAT/SHOP may come, hereby covenants with the Promoter as follows :
- i. To maintain the FLAT/SHOP at the ALLOTTEE's own cost in good and tenantable repair and condition from the date the possession of the FLAT/SHOP is taken and shall not do or suffer to be done anything in or to the building in which the FLAT/SHOP 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 FLAT/SHOP is situated and the FLAT/SHOP itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP is situated, including entrances of the building in which the FLAT/SHOP is situated and in case any damage is caused to the building in which the FLAT/SHOP is situated or the FLAT/SHOP 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 FLAT/SHOP and maintain the FLAT/SHOP 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 FLAT/SHOP is situated or the FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the FLAT/SHOP is situated and shall keep the portion, sewers, drains and pipes in the FLAT/SHOP and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and

protect the other parts of the building in which the FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP in the compound or any portion of the project land and the building in which the FLAT/SHOP is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP 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 FLAT/SHOP in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xi The ALLOTTEE shall be entitled to use the elevators, common areas and any other recreational facilities, if provided by the PROMOTER, and such use shall be at the sole responsibility and risk of the ALLOTTEE or their family members and they shall abide by the rules and regulations framed by the PROMOTER or the ENTITY for this purpose.
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 FLAT/SHOP or of the said Property and Building or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the FLAT/SHOP along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or unallotted inventory shall continue to remain the property of the promoter until sold/allotted. Provided it does not in any way affect or prejudice the right of the ALLOTTEE in respect of the said Flat/Shop the PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property and/or in the “Taleigao Central”.

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 FLAT/SHOP 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 FLAT/SHOP.

18. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE by the Promoter does not create a binding obligation on the part of the Promoter or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers

this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter. If the ALLOTTEE(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said FLAT/SHOP/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 FLAT/SHOP, in case of a transfer, as the said obligations go along with the FLAT/SHOP for all intents and purposes.

Further, the ALLOTTEE/ s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the government agency including any compensation/benefit given to the PROMOTER in turn for which no conveyance has occurred to the ultimate body of said flat/shop. The ALLOTTEE expressly stated in this Agreement and for which no consideration is specially dispensed by the ALLOTTEE /s to the PROMOTER for the same; save and except his right to enjoy and use the said flat/shop purchased by him and any other rights given by the PROMOTER to the ALLOTTEE/s for which consideration has been dispensed.

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 FLAT/SHOP to the total carpet area of all the FLAT/SHOP in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective ALLOTTEES.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually

agreed between the Promoter and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

- 26. The ALLOTTEE and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 27. That all notices to be served on the ALLOTTEE and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of ALLOTTEE: _____

(ALLOTTEE’s Address):_____

Notified Email ID: _____

M/s Promoter name:

M/S. MODELS CONSTRUCTION PRIVATE LIMITED

Director **MR.PETER VAZ**

office at 7th Floor, Karim Mansion, Behind Goa,
Pharmacy College, St. Inez, Panaji, Goa,

Notified Email ID: modelsgoa21@gmail.com

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.

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

31. GOVERNING LAW

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

The PROMOTER is not receiving more than 10% of consideration amount till the said agreement is duly registered.

It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of “Taleigao CentráI” is exclusively that of the ALLOTTEE (including the ALLOTTEE herein) of various premises in “Taleigao CentráI” and/or of the ENTITY.

Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the ALLOTTEE have requested the PROMOTER to act on their behalf for the purpose of meeting the following expenditure concerning common amenities, by setting off such expenditure against the money to be collected on annual basis towards recurring expenses :

- i. Common water charges;
- ii. Common electricity charges;
- iii. Lift Maintenance charges;
- iv Back up power Generator
- v. Remuneration of attendants and watchmen;
- vi. Consumables for upkeep.
- vii Such other amount as may be decided by the PROMOTER at their sole discretion.

The possession of the said Flat/Shop has not been handed over to the ALLOTTEE and the same shall be handed over after execution of appropriate document.

The Executants declare that the subject matter of this agreement does not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribe.

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 Above Referred to

SCHEDULE- I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT PROPERTY known as Palm Grove “ SAM PAULO” also known as “CARDOZO surveyed under survey No.147/1 of Taleigao Village and situated within the limits of Village Panchayat of Taleigao, Taluka and Sub District Tiswadi, District North Goa, State of Goa, described in Land Registration Office of Ilhas under description No.6999 of Book B 18 new, and inscribed under Inscription No.768 and enrolled in the Taluka Revenue Office of Tiswadi Taluka at Panaji under Matriz No.66, admeasuring an area of 2570square meters. The said Property is bounded as under:-

On the East: By the property bearing Survey No. 147/1B;

On the West : By the 15 meter wide public road;

On the South : By the 15 meter wide public road; and

On the North : By the property bearing Survey No. 146/1;

SCHEDULE NO.I A

All that 1467/2140ths undivided share to the property described in Schedule No.I with a right to develop and consume FAR 150% by putting constructions in the Southern area of 1467sq.mts. shown in the plan outlined in red in the annexed plan, including area in road widening, forming part of the property described in the Schedule No.I above, the said area is bounded as under:

On the North: By the plot purchased by the legal heirs of mundkar, late Mr.Vincente Casimiro Sebastiao Faria and by the remaining area of 673sq.mts.

On the South: By 15 meters Public Road and partly by the area purchased by the said mundkar.

On the East: By property bearing survey No.I47/1B

On the West: By 15 meters Public Road, and partly by the area purchased by the said mundkar.

SCHEDULE NO.I B

All that space or area of 1100sq.mts. coloured in blue, forming part of the property described in the Schedule No.IA above, the said area is bounded as under :

On the North: By the plot purchased by the legal heirs of mundkar, late Mr.Vincente Casimiro Sebastiao Faria;

On the South: By 15 meters Public Road;

On the East: By property bearing survey No. 147/1B;

On the West: By 15 meters Public Road.

SCHEDULE -II

(Description of the Flat/Shop)

ALL THAT said **Flat/Shop No.**_____ situated on the**Floor, in** the complex named “Taleigao Central” having a carpet area admeasuring **sq. mtrs.,** an exclusive carpet area of balcony admeasuring ____sq.meter which includes the area covered by the external wall, exclusive balcony, appurtenant to the said Flat/Shop and proportionate incidence area of staircase, elevators. The SAID FLAT/SHOP is/are shown delineated in red boundary line in the plan annexed. The SAID FLAT/SHOP is constructed on the property better described in Schedule No.1B and is bounded as under:

On the East :

On the West :

On the North :

On the South :

S C H E D U L E – I I I

MODE OF PAYMENT

1	Not exceeding 10% of the total consideration as advance payment or application fee - On Booking	10%
2	Not exceeding 30% of the total consideration to be paid to the PROMOTER after the execution of Agreement.	20%
3	Not exceeding 45% of the total consideration to be paid to the PROMOTER on completion of the Plinth of the building in which the said Flat is located or onwhichever is earlier.	15%

4	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 in which the said Flat is located or on whichever is earlier.	25%
5	Not exceeding 75% of the total consideration to be paid to the PROMOTER on completion of the walls, internal & external plaster of the said Flat	5%
6	Not exceeding 80% of the total consideration to be paid to the PROMOTER upon completion of terraces with waterproofing, external plumbing, floorings of the said Flat.	5%
7	Not exceeding 85% of the total consideration to be paid to the PROMOTER on completion of sanitary fittings, doors, windows, lobbies of the building in which the said Flat is located..	5%
8	Not exceeding 95% of the total consideration to be paid to the PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building in which the said Flat is located.	10%
9	Balance Amount of 0.5% at the time of handing over of the possession of the Flat to the ALLOTTEE on or after receipt of occupancy certificate or completion certificate.	5%
		100%

SCHEDULE NO.IV
(SPECIFICATIONS OF THE SAID FLAT/SHOP)

The Structure:

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be brick masonry and the external walls will be brick/laterite masonry.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

Flooring :

The flooring will be of ceramic/vitrified tiles or equivalent. The average landing cost of the tiles at Rs.450.00 per square meter.

Internal Décor:

The walls will be painted with oil bound distemper, ceiling with white wash.

External Décor:

External walls will be painted with cement based paint.

Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided.

For Shop:

Rolling Shutter:

One rolling shutter will be provided to the entrance of the shop.

Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. The sanitary installations will be in accordance with Municipal specifications.

Electrical Installations:

The installations will be concealed wiring, the necessary light and plug points will be provided.

For Flat:**Plumbing & Sanitary:**

Soil, waste and water pipes will be partially concealed. White/coloured glazed European W.C.units will be provided with flushing system. The sanitary installations will be in accordance with Municipal specifications. One shower one commode and one wash basin will be provided in each toilet.

Kitchen:

The Kitchen will have a cooking platform with black granite top. Stainless steel sink with single bowl with 60cms. Ceramic tiles or equivalent lining above the platform will be provided.

Doors & Windows:

The main door will have teakwood frames or equivalent and flush/teak shutters or equivalent. Window frames and shutters will be of aluminum or equivalent. The doors and windows will have steel/aluminium hinges and oxidized brass fittings. The main door will have a night latch, aldop, eye piece, etc.

Electrical Installations:

The electrical wiring will be concealed. In the living cum dining room four light points, two fan points, three plug points and one A/C point will be provided.

The bedroom will have two light points, one fan point, one plug point and one A/C point. Kitchen will have one light point, one 15 amps point and one 5 amps point. Toilets will have one light point and one 5 amps point each. One bell point will be provided.

General:

The ALLOTTEE shall obtain his electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the ALLOTTEE.

The PROMOTER shall only provide the ALLOTTEE with the required electrical test report which is sufficient for obtaining electrical connection.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

“THE PROMOTER”

OF THE FIRST PART

M/S. MODELS CONSTRUCTION PRIVATE
LIMITED
Director MR.PETER VAZ
PROMOTER

1. _____ 1. _____
2. _____ 2. _____
3. _____ 3. _____
4. _____ 4. _____
5. _____ 5. _____

SIGNED AND DELIVERED

BY THE WITHINNAMED

“THE ALLOTTEE”

OF THE SECOND

PART

ANNEXURE – A

Name of the Attorney at Law/Advocate- Adv. Aires Pinto Furtado,

Address : Fontainhas, Panjim, Goa,

Date : 20/02/2018

Title Report

Details of the Title Report

The Schedule Above Referred to –

All part and parcel of land known as Palm Grove “**SAM PAULO**” or also known as “**CARDOZO**” bearing Survey No.147/1 of Taleigao Village bears description No.6999 of Book B 18 new & its useful domain is inscribed in favour of Antonio Elisio Lourdes Martins under Inscription No.768 of Book G-16 in the Conservatoria/ Land Registration Department of Ilhas. Having an area of 1100 sq.mts., surveyed under No.147/1 of Revenue Village Taleigao registration sub-District of Ilhas Goa, State of Goa.

Place: Panjim.

Dated 20th day of February 2018

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Form I & XIV showing nature of the title of the Land Owner to the project land).

ANNEXURE – C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(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)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the FLAT/SHOP agreed to be purchased by the ALLOTTEE as approved by the concerned local authority)

ANNEXURE –E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)