

Model Form of Agreement

This Agreement made at Panaji this day of in the year Two Thousand and Eighteen between having address at Panaji-Goa hereinafter referred to as Promoter/Vendors/Builder/ Developers of the one part and (.....) having address at hereinafter referred to as Allottee/Financer/Unit-Holder/Purchaser (.....) of the other part.

WHEREAS by an Deed of Sale dated 16th day of **April 2012** and executed between Vishwanath Agshikar & Others of the one part (hereinafter referred to as "Original Owners") and the Promoter/Vendor/Builder/Developer of the other part, the Original Owner sold absolutely to the Promoter/Vendor/Builder/Developer an immovable property being piece or parcel of freehold land bearing **Chalta No. 8, 8A, 14 & 15 of P.T. Sheet no.12 of City survey Panaji situated at Ribandar, Taluka Tiswadi Registration sub-District of Ilhas, North Goa admeasuring 7142sq. mts.** or there about.

WHEREAS there exists all that Plot of land admeasuring 6942m² bearing identified as MANXECHM BHATT which falls in Wards 17 and 18 of Panaji City II bearing Chalta no.8 admeasuring 6380m²; Chalta no.8-A admeasuring 62m²; Chalta no.14 admeasuring 348m² and Chalta no.15 admeasuring 152m² all of P. T. Sheet no.12 of City Survey Panaji out of which Chalta no.14 is separated from the main property by a road situated at Ribandar within the limits of Corporation of City of Panaji, Taluka Tiswadi and Registration Sub-District of Ilhas, District North Goa, in the State of Goa, which property is hereinafter referred to as the SAID PROPERTY and is described in detail in the Schedule I hereunder written.

That the said property was purchased by Morto Sinai Quencro Agaxicar from Joao Santana Martinho Gonsalves under a Deed of Sale, Discharge, Cancellation of Mortgage and Desistance dated 17-9-1914 drawn at folio 72 (R) to 75(R) of book 91 in the office of Notary Theodoro de Miranda of Panaji under no.13072.

i) That the said Morto Sinai Quencro Agaxicar died on 14-7-1937 being survived by his widow and moiety Holder of Second Nuptials Gangabai Alias Sonabai and his following legal heirs:

(A) Of his first Nuptials with Annapurnabai alias Gunim who died on 3-5-1918.

- (a) Govind Morto Sinai Quencro Agaxicar.
- (b) Balchandra Morto Sinai Quencro Agaxicar.
- (c) Manohar Morto Sinai Quencro Agaxicar.
- (d) Shalinibai alias Sitabai Venctexa Poi Raikar.

(B) Of his Second Nuptials:

- (a) Suxilabai Morto Sinai Quencro Agaxicar.

- (b) Umacanta Morto Sinai Quencro Agaxicar.
- (c) Vimolabai Morto Sinai Quencro Agaxicar
- (d) Vinodinibai Morto Sinai Quencro Agaxicar.
- (e) Malinibai Morto Sinai Quencro Agaxicar.
- (f) Durgabai Morto Sinai Quencro Agaxicar.
- (g) Visvonata Morto Sinai Quencro Agaxicar.
- (h) Ravindra Morto Sinai Quencro Agaxicar.

ii) WHEREAS by Order of Homologation dated 20-1-1940 in the Inventory Proceedings conducted on the demise of the said Morto Sinai Quencro Agaxicar the said property listed as item no.8 was allotted to his following legal heirs in equal share of One Fifth each:

- (a) Sushilabai Morto Sinai Quencro Agaxicar
- (b) Vimolabai Morto Sinai Quencro Agaxicar
- (c) Vinodinibai Morto Sinai Quencro Agaxicar
- (d) Malinibai Morto Sinai Quencro Agaxicar
- (e) Durgabai Morto Sinai Quencro Agaxicar

iii) WHEREAS the said Vimalabai Morto Sinai Quencro Agaxicar died a Spinster in the lifetime of her mother and her undivided $1/5^{\text{th}}$ share devolved upon her mother Gangabai.

(iv) That by a Deed dated 30-12-1969, Smt. Gangabai widow of Morto Sinai Quencro Agaxicar with her daughters (a) Suxilabai married to Anant Wagh and then known as Sudha Anant Wagh; (b) Durgabai married to Yeshwant Kuvelkar and known as Sharlima Yeshwant Kuvelkar; (c) Malinibai married to Venkatpati Kamat and known as Chandrabhagha Venkatpati Kamat; (d) Vinodini married to Sripad Pai Raikar and known as Mirabai Sripad Pai Raikar all gifted their share in the said property to there brothers Umacanta, Vishwanath and Ravindra; which Deed is duly registered under no.170 of book I vol.46 in the office of Land Registrar Ilhas.

(v) The said Umacata Morto Sinai Quencro Agaxicar died on 17-4-1991 in the status of Bachelor being survived his following legal heirs:

(a) Sudhabai Anant Wagh; in the status of widow of Anant Wagh who died earlier on 25-6-1981.

- (b) Sharmila Yeshwant Kuvelkar.
- (c) Chandrabhagha Venkatpati Kamat
- (d) Mirabai Sripad Pai Raikar
- (e) Viswanath Morto Sinai Quencro Agaxicar

(f) Ravidra Morto Sinai Quencro Agaxicar.

(vi) The said Chandrabhaga Venkatpati Kamat died on 5-12-2002 being Survived by her widower Venkatpati Kamat and her following legal heirs:

- (i) Samir Venkatpati Kamat.
- (ii) Rupa married to Prakash Wagle.

(vii) The said Mirabai Sripad Pai Raikar died on 27-12-1994 and her husband Sripad Pai Raikar died on 26-12-1999 both being survived by their following legal heirs:

- (i) Shiv Kumar Sripad Raikar
- (ii) Vinay Kumar Sripad Raikar married to Smt. Madhavi who died on 25-01-2007 being survived by the following legal heirs:
 - (a) Sanat Vinaykumar Raikar,
 - (b) Sayuli Vinaykumar Raikar.

WHEREAS on 16-04-2012 the said family of Agaxicar as the co-owners of the said property sold the same to the Builder/ Developer which is duly registered at Book -1 Registration no. PNJ-BK-1-01033-2012 CD No.PNJD14 on date 17-04.2012, in the Office of Sub-Registrar Ilhas, which Deed was subsequently rectified under Deed of Rectification dated 31-8-2012 registered under Book-1 Registration No. PNJ-BK 1-02561-2012, CD no.PNJD17 on date 01-10-2012 in the Office of Sub-Registrar Ilhas.

Whereas vide Deed of Rectification dated 31/8/2012 between the Original Owners and the **Promoter/Vendors/Builder/ Developers** the total area of the property was revised to 6942 m2 which was excluding the area of 131 m2 purchased by the Mundcar which area of 131 m2 is now exclusively surveyed under Chalta no 8-C and Chalta no 8-B admeasuring 69 m2 now recorded in the name of Mahesh Halarnkar, and the whole property more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land").

WHEREAS there exists three Dwelling House in the said property one of which is occupied by Shri. Atmaram Halarnkar and the remaining two are occupied by Shri Mahesh Rege and heirs of late Madhukar Halarnkar each.

Whereas, the house which was occupied originally by Atmaram Halarnkar has been extended by illegal encroachment and his legal heirs have applied to be declared as Mundcars in the office of the Dy. Collector, Tiswadi Taluka, Panaji Goa, the proceedings of which are going on. The **Promoter/Vendors/Builder/ Developers** have earmarked an area of 200m2 around the house of the said Atmaram Halarnkar, which is the legal entitlement of a legitimate mundcar, in the eventuality of the said

Atmaram Halarnekar is declared as a mundcar. This area of 200m² is not considered in the area calculations of the Project.

By a Deed of Sale and Conveyance dated 31-12-2013 Promoter/Vendors/Builder/ Developers sold a portion admeasuring 266m² of Chalta no.14 of P.T.Sheet no.12 out of the whole plot admeasuring 348m² to Shri. Damodar Halarnekar, Shri. Purshottam Padmakar Halarnkar, Smt. Sharmistha Halankar and Shri. Prakash Halarnekar duly registered under Book I Doc.Reg.no.PNJ-BK1-00007-2014-CD NO.PNJD27 on 01-01-2014 in the Office of Sub-Registrar Ilhas.

By a Deed of Sale and Conveyance dated 08-08-2014 Promoter/Vendors/Builder/ Developers sold a portion admeasuring 82m² of Chalta no.14 of P.T.Sheet no.12 out of the whole plot admeasuring 348m² to Smt. Piedade Gomes, Smt. Antoneta Helena Pereira and Smt. Bernadina A.D.E. Rodrigues duly registered under Book I Doc.Reg.no.PNJ-BK1-01812-2014-CD NO.PNJD31 on 20-08-2014 in the Office of Sub-Registrar Ilhas.

Whereas, vide Memorandum of Understanding dated 11th April 2014 signed between The **Promoter/Vendors/Builder/ Developer** and Mr. Mahesh Rege, the occupant of one of the houses has agreed to vacate and has already vacated the premises in exchange of one single bed room apartment in Vaastu Ribandar Foothills Block 1 and a sum of Rs.22,00,000/-.

AND WHEREAS the **Promoter/Vendor/Builder/Developer** has proposed to construct on the project land more particularly described in the Schedule II, residential buildings named Vaastu Ribandar Foothills Block 1 having Basement, Stilt and four upper floors, Vaastu Ribandar Foothills Block 2 having stilt and four upper floors, one commercial buildings Vaastu Ribandar Foothills Block 1 A having two double height commercial floors and have reserved the balance available area for proposed future development, out of which one building Vaastu Ribandar Foothills Block 1 is complete and already has a completion certificate dated 18th July 2017 from the North Goa Planning and Development Authority.

WHEREAS the **Promoter/Vendors/Builder/ Developer**, has presently proposed to carry out the construction of a Residential cum Commercial Complex named "**Vaastu Ribandar Foothills Block 2**" and "Vaastu Ribandar Foothills Block 1A" in the said Plot with the exclusion of Chalta no.14 of P. T. Sheet no.12 of City Survey Panaji as per the plans approved vide Construction Licence no.F1/CCP/ENG/CONST-LIC-01/2014-2015/02, Dated 02-04-2014 and the licence was renewed and revised on 01-02-2017 under no.F1/CCP/ENG/CONST.-LIC/01/Renewal-II & Revised II/2016-2017.

WHEREAS the **Promoter/Vendors/Builder/ Developers** have agreed to sell the Unit No ---- on the --- floor of the building (mentioned as --- floor in the approved plans) more particularly described in Schedule III to the Allottee/Financer/Unit-Holder/Purchaser for a total consideration of **Rs.** _____/-(Rupees - _____ only) including the cost of the construction of the said Unit and

the purchase of corresponding undivided proportionate share in the land; subject to the further terms and conditions hereafter specified.

WHEREAS the **Allottee/Financer/Unit-Holder/Purchaser** have agreed to make payment of the above said sum **Rs. _____/-** (Rupees _____ only) in the manner stipulated in Clause 1(c) and more particularly described in Schedule IV hereafter written and have also agreed to abide by the other terms and conditions stipulated hereafter.

AND WHEREAS the **Promoter/Vendors/Builder/Developers** are entitled and authorized to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the **Promoter/Vendors/Builder/ Developers** is in possession of the project land;

AND WHEREAS the **Allottee/Financer/Unit-Holder/Purchaser** has agreed to purchase an Apartment/Shop/office bearing number on the floor, mentioned as --- floor in the approved plans (herein after referred to as the said "Apartment/Shop/Office") in the Building called Vaastu Ribandar Foothills, Block 2/Vaastu Ribandar Foothills Block I-A (herein after referred to as the said "Building") being constructed in the said project, by the **Promoter/Vendors/Builder/ Developers;**

AND WHEREAS the **Promoter/Vendors/Builder/Developers** has appointed an Architect registered with the Council of Architects AND WHEREAS the **Promoter/Vendors/Builder/ Developers** has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at..... under No.; authenticated copy is annexed hereto;

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

AND WHEREAS by virtue of the Deed of Sale the **Promoter/Vendors/Builder/ Developers** has sole and exclusive right to sell the Apartments/Shops/Offices in the said building/s to be constructed by the **Promoter/Vendors/Builder/ Developers** on the project land and to enter into Agreement/s with the **Allottee/Financer/Unit-Holder/Purchaser** (s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the **Allottee/Financer/Unit-Holder/Purchaser**, the **Promoter/Vendors/Builder/Developers** has given inspection and copies to the **Allottee/Financer/Unit-Holder/Purchaser** of all the documents of title relating to

the project land and the plans, designs and specifications prepared by the **Promoter/Vendors/Builder/ Developers** Architects Mr. Yatin Jain of M/s Maya Designs, 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/FINANCER/UNIT-HOLDER/PURCHASER has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the **Promoter/Vendors/Builder/Developers**, or any other relevant revenue record showing the nature of the title of the

Promoter/Vendors/Builder/Developers to the project land on which the Apartments/Shops/Offices are constructed or are to be constructed have been handed over to the to the **Allottee/Financer/Unit-Holder/Purchaser** and the Allottee has acknowledged the receipt of the same;

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment/shops/ Offices agreed to be purchased by the **Allottee/Financer/Unit-Holder/Purchaser**, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

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

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the

Promoter/Vendors/Builder/Developers while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

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

AND WHEREAS the **Allottee/Financer/Unit-Holder/Purchaser** has approached the **Promoter/Vendors/Builder/Developers** for purchase of an Apartment/Shop/Office No. onfloor, mentioned as-----floor in the approved plans situated in the building named Vaastu Ribandar Foothills, Block 2/ Vaastu Ribandar Foothills Block I-A being constructed in the said Project;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment/shops/offices is square meters ;

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

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

AND WHEREAS, the **Promoter/Vendors/Builder/Developers** has registered the Project under the provisions of the Real Estate (Regulation and 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/Vendors/Builder/Developers** is required to execute a written Agreement for sale of said Apartment/shop/office with the **Allottee/Financer/Unit-Holder/Purchaser**, 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/Vendors/Builder/Developers hereby agrees to sell and the **Allottee/Financer/Unit-Holder/Purchaser**, hereby agrees to purchase the Apartment and the garage/covered parking/open parking;

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

1. The **Promoter/Vendors/Builder/Developers** shall construct the said building/s consisting of 1 stilt and 4 upper floors on the project land in accordance with the

plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the **Promoter/Vendors/Builder/Developers** shall have to obtain prior consent in writing of the **Allottee/Financer/Unit-Holder/Purchaser** in respect of variations or modifications which may adversely affect the Apartment/Shops/offices of the **Allottee/Financer/Unit-Holder/Purchaser** except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The **Allottee/Financer/Unit-Holder/Purchaser** hereby agrees to purchase from the **Promoter/Vendors/Builder/Developers** and the **Promoter/Vendors/Builder/Developers** hereby agrees to sell to the **Allottee/Financer/Unit-Holder/Purchaser** Apartment/Shops/Offices No. of the type of carpet area admeasuring sq. Metres. The apartment/Shops/Offices shall also have an exclusive carpet area of balcony ofsq.mts. on floor, mentioned as --- floor in the approved plans in the building Vaastu Ribandar Foothills Block 2 /Vaastu Ribandar Foothills Block I-A (hereinafter referred to as "the Apartment/Shop/Offices") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule V annexed herewith.

(ii) The **Allottee/Financer/Unit-Holder/Purchaser** hereby agrees to purchase from the **Promoter/Vendors/Builder/Developers** and the **Promoter/Vendors/Builder/Developers** hereby agrees to sell to the **Allottee/Financer/Unit-Holder/Purchaser** covered parking bearing Nos..... situated on stilt floor constructed in the layout for the consideration of Rs. /

Or

The **Allottee/Financer/Unit-Holder/Purchaser** shall be allotted one open parking space free of charges and cost.

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

1(c) The **Allottee/Financer/Unit-Holder/Purchaser** has paid on or before execution of this agreement a sum of Rs..... (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the **Promoter/Vendors/Builder/Developers** the balance amount of Rs. (Rupees) in the following manner:*

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

ii. Amount of Rs./- (.....) (not exceeding 45% of the total consideration) to be paid to the **Promoter/Vendors/Builder/Developers** on completion of the Plinth of the building or wing in which the said Apartment/Shop/Office is located or onwhichever is earlier.

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

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

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

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

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

viii. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment/shop/office to the **Allottee/Financer/Unit-Holder/Purchaser** on or after receipt of occupancy certificate or completion certificate.

OR

As per the mode of payment as mutually agreed between the parties

Note: Each of the installments mentioned in the sub clauses shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building/wing.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Vendors/Builder/Developers 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/Vendors/Builder/Developers) up to the date of handing over the possession of the [Apartment/Plot]. *

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The **Promoter/Vendors/Builder/Developers** undertakes and agrees that while raising a demand on the **Allottee/Financer/Unit-Holder/Purchaser** for increase in development charges, cost, or levies imposed by the competent authorities etc., the

Promoter/Vendors/Builder/Developers 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/Financer/Unit-Holder/Purchaser**, which shall only be applicable on subsequent payments.

1(f) The **Promoter/Vendors/Builder/Developers** may allow, in its sole discretion, a rebate for early payments of equal installments payable by the

Allottee/Financer/Unit-Holder/Purchaser on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an **Allottee/Financer/Unit-Holder/Purchaser** by the **Promoter/Vendors/Builder/Developers**.

1(g) **The Promoter/Vendors/Builder/Developers** shall confirm the final carpet area that has been allotted to the **Allottee/Financer/Unit-Holder/Purchaser** 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/Vendors/Builder/Developers**. If there is any reduction in the carpet area within the defined limit then **Promoter/Vendors/Builder/Developers** shall refund the excess money paid by **Allottee/Financer/Unit-Holder/Purchaser** 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/Financer/Unit-Holder/Purchaser. If there is any increase in the carpet area allotted to **Allottee/Financer/Unit-Holder/Purchaser**, the **Promoter/Vendors/Builder/Developers** shall demand additional amount from the **Allottee/Financer/Unit-Holder/Purchaser** 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/Financer/Unit-Holder/Purchaser** authorizes the **Promoter/Vendors/Builder/Developers** 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/Vendors/Builder/Developers** may in its sole discretion deem fit and the **Allottee/Financer/Unit-Holder/Purchaser** undertakes not to object/demand/direct the **Promoter/Vendors/Builder/Developers** to adjust his payments in any manner.

1(i)- The said Unit shall be constituted as described in the Schedule hereunder and/or **Allottee/Financer/Unit Holder/Purchaser** shall not have any exclusive right/claim to the overhead terrace of the said building.

1(j)- The said premises to be sold by the VENDORS to the **Allottee/Financer/Unit Holder/Purchaser** shall be considered at least with the specifications laid down in the schedule III hereto and forming part of this Agreement.

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

2.2 Time is essence for the **Promoter/Vendors/Builder/Developers** as well as the **Allottee/Financer/Unit-Holder/Purchaser**. The

Promoter/Vendors/Builder/Developers shall abide by the time schedule for completing the project and handing over the Apartment/Shop/Office to the

Allottee/Financer/Unit Holder/Purchaser and the common areas to the association of the **Allottee/Financer/Unit Holder/Purchasers** after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the

Allottee/Financer/Unit Holder/Purchaser have paid all the consideration and other sums due and payable to the **Promoter/Vendors/Builder/Developers** as per the agreement Similarly, the **Allottee/Financer/Unit Holder/Purchaser** 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/Vendors/Builder/Developers**, as provided in clause 1(c) herein above.

3. The **Promoter/Vendors/Builder/Developers** hereby declares that the Floor Area Ratio available as on date in respect of the project land is 5346 square meters only as per the new Outline Development Plan notified by the North Goa Planning and Development Authority and **Promoter/Vendors/Builder/Developers** has planned to utilize the available Floor area ratio of 1583m² for the Block 2 and Block 1-A, which is the subject matter of this Agreement. The **Promoter/Vendors/Builder/Developers**

has disclosed that the balance Floor Space Index of 5346m² is proposed to be utilized by him on the project land in the said Project and **Allottee/Financer/Unit Holder/Purchaser** has agreed to purchase the said Apartment/Shop/Office based on the proposed construction and sale of apartments to be carried out by the

Promoter/Vendors/Builder/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **Promoter/Vendors/Builder/Developers** only.

3(i) The **Promoter/Vendors/Builder/Developers** hereby declares that the balance FAR shall be utilized by him in the area reserved for future development and to increase one more floor on the building Vaastu Ribandar Foothills Block 1-A and the

Allottee/Financer/Unit Holder/Purchaser has agreed to purchase the said apartment/Shop/Office with full knowledge of the future developments and plans of the **Promoter/Vendors/Builder/Developers** to utilize the balance FAR or if any additional FAR is gained by the **Promoter/Vendors/Builder/Developers** in future.

3(ii) The **Promoter/Vendors/Builder/Developers** hereby declares that the internal road as shown in the approved plans shall be used as an access road to the proposed future development, and if required for technical or regulatory reasons the

Promoter/Vendors/Builder/Developers will design the said access road for the future development in a different way and the **Allottee/Financer/Unit Holder/Purchaser** hereby agrees for such a change provided that the access to the building in which the **Allottee/Financer/Unit Holder/Purchaser** has booked the apartment/Shop/Office is not altered.

3(iv) **The Promoter/Vendors/Builder/Developers** hereby declares that the Open space of 15% of the plot area reserved is for the entire project and the **Promoter/Vendors/Builder/Developers** will be entitled to redesign this open space if required due to technical or regulatory reasons to provide access road for the proposed future development and the **Allottee/Financer/Unit Holder/Purchaser** hereby gives his consent for such a change provided that the total area of the open space is not reduced.

4.1 If the **Promoter/Vendors/Builder/Developers** fails to abide by the time schedule for completing the project and handing over the [Apartment/Shop/Office] to the

Allottee/Financer/Unit-Holder/Purchaser, the **Promoter/Vendors/Builder/Developers** agrees to pay to the **Allottee/Financer/Unit Holder/Purchaser**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the

Allottee/Financer/Unit Holder/Purchaser, for every month of delay, till the handing over of the possession. The **Allottee/Financer/Unit-Holder/Purchaser** agrees to pay to the **Promoter/Vendors/Builder/Developers**, interest as specified in the said Rules, on all the delayed payment which become due and payable by the

Allottee/Financer/Unit-Holder/Purchaser to the

Promoter/Vendors/Builder/Developers under the terms of this Agreement from the date the said amount is payable by the **Allottee/Financer/Unit Holder/Purchaser(s)** to the **Promoter/Vendors/Builder/Developers**.

4.2 Without prejudice to the right of **Promoter/Vendors/Builder/Developers** to charge interest in terms of sub clause 4.1 above, on the **Allottee/Financer/Unit Holder/Purchaser** committing default in payment on due date of any amount due and payable by the **Allottee/Financer/Unit Holder/Purchaser** to the **Promoter/Vendors/Builder/Developers** under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the **Allottee/Financer/Unit Holder/Purchaser** committing three defaults of payment of installments, the **Promoter/Vendors/Builder/Developers** shall at his own option, may terminate this Agreement: Provided that, **Promoter/Vendors/Builder/Developers** shall give notice of fifteen days in writing to the **Allottee/Financer/Unit Holder/Purchaser**, by Registered Post AD at the address provided by the **Allottee/Financer/Unit Holder/Purchaser** and mail at the e-mail address provided by the **Allottee/Financer/Unit Holder/Purchaser**, 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/Financer/Unit Holder/Purchaser fails to rectify the breach or breaches mentioned by the **Promoter/Vendors/Builder/Developers** within the period of notice then at the end of such notice period, **Promoter/Vendors/Builder/Developers** shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the **Promoter/Vendors/Builder/Developers** shall refund to the **Allottee/Financer/Unit Holder/Purchaser** after deducting the liquidated damages of 25% of the amount already paid, within a period of sixty days of the termination, the installments of sale consideration of the Apartment/Shop/Office which may till then have been paid by the **Allottee/Financer/Unit Holder/Purchaser** to the Promoter/Vendors/Builder/Developers and the

Promoter/Vendors/Builder/Developers shall not be liable to pay to the **Allottee/Financer/Unit Holder/Purchaser** any interest on the amount so refunded.

Upon such termination, the **Promoter/Vendors/Builder/Developers** shall be entitled to dispose off the said Apartment/Shop/Office or deal with it as he deems fit and for such consideration as the Promote/etc may determine and the

Allottee/Financer/Unit Holder/Purchaser shall not be entitled to question this act of the **Promoter/Vendors/Builder/Developers** or to claim any amount from the **Promoter/Vendors/Builder/Developers**.

The payment of the Refund Amount shall be subject to deduction thereon of tax at source and/or other applicable government levies and taxes be they direct or indirect in nature. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination.

4(3)- It is hereby made clear that providing of the interest on the delayed payments shall, in no way mean that the **Allottee/Financer/Unit Holder/Purchaser** has any liberty to make delayed payments with interest or that the time Schedule fixed for payments in Clause 1(c) hereto does not form essence of this contract.

4(4)- No payments shall be considered to have been made by the **Allottee/Financer/Unit-Holder/Purchaser** to the **Promoter/Vendors/Builder/Developers** unless the payments are evidenced by a stamped receipt.

4(5)- It is specifically settled between the parties that unless full dues payable under this agreement are paid by the **Allottee/Financer/Unit Holder/Purchaser** to the **Promoter/Vendors/Builder/Developers**, no rights or interest shall stand created in favour of the **Allottee/Financer/Unit Holder/Purchaser** in relation to the premises described in clause 1(a) or the building in which it shall be situated or in the property described in Schedule I hereto or any part thereof.

4(6)- The **Promoter/Vendors/Builder/Developers** shall have a first lien and charge on the said Flat; construction of which is agreed to be financed by the **Allottee/Financer/Unit Holder/Purchaser** in respect of any amount payable by the **Allottee/Financer/Unit-Holder/Purchaser** to the **Promoter/Vendors/Builder/Developers** under the terms and conditions of this agreement.

5(i). 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/Vendors/Builder/Developers** in the said building and the Apartment/Shop/Office as are set out in Schedule V hereto

5(ii)- The **Allottee/Financer/Unit Holder/Purchaser** shall not be entitled to any deviations from the working plan, either in layout or in specifications mentioned in **Schedule III**.

5(iii)- In the event the **Promoter/Vendors/Builder/Developers** agrees to any changes suggested by the **Allottee/Financer/Unit Holder/Purchaser** then, in addition to the consideration fixed for the sale hereinabove, the **Allottee/Financer/Unit Holder/Purchaser** shall be liable to pay to the

Promoter/Vendors/Builder/Developers the increase in cost on account of enhancement of the cost on account of execution of extra items or substituted items. In such an event the time limit for handing over the said Unit shall stand revised as decided by the **Promoter/Vendors/Builder/Developers**. It shall, however, open for the **Promoter/Vendors/Builder/Developers** to quote their cost for execution of any extra work or substituted work and refuse to execute such work until the entire amount of cost is paid in advance. In absence of any pre-determined or pre-quoted costs of such work, the costs payable shall be those which shall be determined

conclusively by the Architect to the project as market value of execution of such works. The **Allottee/Financer/Unit Holder/Purchaser** shall not be entitled to claim that he would pay only the difference in costs arising out of the proposed modifications, change or alteration sought by them.

5(iv)- The **Promoter/Vendors/Builder/Developers** shall be at liberty to execute extra items or substituted items in the construction of the said premises at the instruction of the **Allottee/Financer/Unit Holder/Purchaser**. Unless complained within a week from execution of such extra or substituted items, it shall be always irrefutably presumed that execution of such extra works or substituted items have been done with the instruction and consent of the **Allottee/Financer/Unit Holder/Purchaser**.

6. The **Promoter/Vendors/Builder/Developers** shall give possession of the Apartment/Shop/Office to the **Allottee/Financer/Unit Holder/Purchaser** on or before 31st day of March 2020. If the **Promoter/Vendors/Builder/Developers fails or neglects to give possession** of the Apartment/Shop/Office to the **Allottee/Financer/Unit Holder/Purchaser** on account of reasons beyond his control and of his agents by the aforesaid date then the **Promoter/Vendors/Builder/Developers** shall be **liable on demand to refund** to the **Allottee/Financer/Unit Holder/Purchaser** the amounts already received by him in respect of the Apartment/Shop/Office with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the **Promoter/Vendors/Builder/Developers** received the sum till the date the amounts and interest thereon is repaid.

Provided that the **Promoter/Vendors/Builder/Developers** shall be entitled to reasonable extension of time for giving delivery of Apartment/Shop/Office on the aforesaid date, if the completion of building in which the Apartment/Shop/Office is to be situated is delayed on account of

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court.

7.1 Procedure for taking possession. The **Promoter/Vendors/Builder/Developers**, upon obtaining the occupancy certificate from the competent authority and the payment made by the **Allottee/Financer/Unit Holder/Purchaser** as per the agreement shall offer in writing the possession of the [Apartment/Shop/Office], to the **Allottee/Financer/Unit Holder/Purchaser** in terms of this Agreement to be taken within one month from the date of issue of such notice and the **Promoter/Vendors/Builder/Developers** shall give possession of the [Apartment/Shop/Office] to the **Allottee/Financer/Unit Holder/Purchaser**. The **Promoter/Vendors/Builder/Developers** agrees and undertakes to indemnify the

Allottee/Financer/Unit Holder/Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **Promoter/Vendors/Builder/Developers**. The **Allottee/Financer/Unit Holder/Purchaser** agree(s) to pay the maintenance charges as determined by the **Promoter/Vendors/Builder/Developers** or association of **Allottee/Financer/Unit Holder/Purchaser**, as the case may be. The **Promoter/Vendors/Builder/Developers** on its behalf shall offer the possession to the **Allottee/Financer/Unit Holder/Purchaser** in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The **Allottee/Financer/Unit Holder/Purchaser** shall take possession of the Apartment/Shop/Office after clearing all the dues as intimated by the **Promoter/Vendors/Builder/Developers**, if any, within 15 days of the written notice from the **Promoter/Vendors/Builder/Developers** to the **Allottee/Financer/Unit Holder/Purchaser** intimating that the said Apartment/Shop/Offices are ready for use and occupancy.

7.3 Upon receiving a written intimation from the **Promoter/Vendors/Builder/Developers** as per clause 7.1, the **Allottee/Financer/Unit Holder/Purchaser** shall take possession of the [Apartment/Shop/Office] from the **Promoter/Vendors/Builder/Developers** by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the **Promoter/Vendors/Builder/Developers** shall give possession of the [Apartment/Shop/Office/Plot] to the **Allottee/Financer/Unit Holder/Purchaser**. In case the **Allottee/Financer/Unit Holder/Purchaser** fails to take possession within the time provided in clause 7.2, such **Allottee/Financer/Unit Holder/Purchaser** shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment/Shop/Office to the **Allottee/Financer/Unit Holder/Purchaser**, the **Allottee/Financer/Unit Holder/Purchaser** brings to the notice of the **Promoter/Vendors/Builder/Developers** any structural defect in the Apartment/Shop/Office or the building in which the Apartment/Shop/Office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **Promoter/Vendors/Builder/Developers** at his own cost and in case it is not possible to rectify such defects, then the **Allottee/Financer/Unit Holder/Purchaser** shall be entitled to receive from the **Promoter/Vendors/Builder/Developers**, compensation for such defect in the manner as provided under the Act. In case the

Allottee/Financer/Unit Holder/Purchaser carry out any work within the apartments

after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Apartment/Shop/Offices, then in such an event the

Promoter/Vendors/Builder/Developers shall not be liable to rectify or pay compensation. But the **Promoter/Vendors/Builder/Developers** 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.

It shall be the obligation of the **Allottee/Financer/Unit Holder/Purchaser** to inspect the works of construction at least once a week.

8(1). The **Allottee/Financer/Unit-Holder/Purchaser** shall use the Apartment/Shop/Office or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8(2)- The **Allottee/Financer/Unit Holder/Purchaser** shall maintain the front, side and rear elevations of the said building in the same form as the **Promoter/Vendors/Builder/Developers** construct it and shall not at any time alter the said elevations in any manner whatsoever without the prior consent in writing for the **Promoter/Vendors/Builder/Developers**. The grilles design if any shall be provided by the **Promoter/Vendors/Builder/Developers** and the **Allottee/Financer/Unit Holder/Purchaser** shall not be permitted to have grilles of any other design than the one provided by the

Promoter/Vendors/Builder/Developers. The **Allottee/Financer/Unit Holder/Purchaser** shall not be entitled to put his name or to affix name board or to paint his name in oil or do such similar Acts with respects to the outer sides of the building housing the said premises, without the written consent of the **Promoter/Vendors/Builder/Developers**.

8(3)- The **Allottee/Financer/Unit Holder/Purchaser** shall permit the **Promoter/Vendors/Builder/Developers** and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID FLAT or any part thereof to view and examine the state and conditions thereof for the purpose of repairing any part of the building and for the purpose of making, repair-maintaining, re-building, cleaning, lighting and keeping in order and conditions all services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purpose and for all other purposes contemplated by this Agreement.

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

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

Promoter/Vendors/Builder/Developers provisional monthly/yearly contribution of Rs. -----per month/annum towards the outgoings. The **Allottee/Financer/Unit Holder/Purchaser** undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance or in lumpsum 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/Financer/Unit Holder/Purchaser shall be regarded as the default on the part of the **Allottee/Financer/Unit Holder/Purchaser** and shall entitle the **Promoter/Vendors/Builder/Developers** to charge interest on the dues, in accordance with the terms and conditions contained herein.

9(2)- It shall be entirely at the discretion of the **Promoter/Vendors/Builder/Developers** to decide whether to form a Co-operative Society, a Limited company, an Association of Persons or any other entity (hereinafter referred to as the 'ENTITY').

9(3)- The **Allottee/Financer/Unit Holder/Purchaser** and the persons to whom the SAID FLAT is let, sub-let, transferred, assigned or given possession shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

9(4)- The **Promoter/Vendors/Builder/Developers** shall be in absolute control of those premises the construction of which is not purchased by the person. Should the **Promoter/Vendors/Builder/Developers** decide to retain any portion in the said building they shall join the ENTITY along with the other **Allottee/Financer/Unit Holder/Purchaser**.

9(5)- All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deed/deeds of conveyance shall be prepared by the Advocate of the **Promoter/Vendors/Builder/Developers**.

9(6)- All costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of conveyance or for the formation of the ENTITY shall be borne by the **Allottee/Financer/Unit Holder/Purchaser** in such proportion as may be decided by the **Promoter/Vendors/Builder/Developers** and/or the ENTITY.

9(7)- The **Allottee/Financer/Unit Holder/Purchaser** shall not have any right to plant or own individually any tree in any portion of the said project/complex. The Developers shall do all the landscaping work and maintaining the same till the conveyance is executed.

9(8) It is hereby specifically clarified that this Agreement does not create any rights unto the **Allottee/Financer/Unit Holder/Purchaser** in respect of open land left out in the property described in Schedule I hereto, which is not consumed for the plinth area of the proposed building/s and/or open areas of the construction in such building/s such as the spaces on open terrace, spaces below staircase/s, stilts etc. the rights whereof shall be exclusively of the **Promoter/Vendors/Builder/Developers**, who shall be free to convey or allot the same to any person/s of their choice for use may even transfer the possession, or management thereof to the proposed society.

OUTGOINGS:-

(a)- Any taxes, charges or outgoings levied by the Corporation of City of Panaji or any other competent authority exclusively pertaining to the SAID FLAT shall be borne by the **Allottee/Financer/Unit Holder/Purchaser** from the date of Occupancy

Certificate, irrespective of whether the **Allottee/Financer/Unit Holder/Purchaser** has taken the possession of the SAID FLAT or not.

(b)- In the event the **Promoter/Vendors/Builder/Developers** becomes liable to pay to the Government or any authority any taxes including Service tax, Infrastructure tax, VAT, rates, fees etc. under the provisions of any statute and/or statutory rules and/or regulations, in respect of the construction being or proposed to be done in the land described in Schedule I hereto, then the **Promoter/Vendors/Builder/Developers** shall be entitled to recover from the **Allottee/Financer/Unit Holder/Purchaser** and correspondingly the **Allottee/Financer/Unit Holder/Purchaser** shall pay to the **Promoter/Vendors/Builder/Developers** such taxes, rates, fees etc. or the proportionate share therein, as the case may be within a period of 10 days from the date of posting of the notice raising such demand by the

Promoter/Vendors/Builder/Developers to the **Allottee/Financer/Unit Holder/Purchaser** at his postal address given.

(c)- The **Allottee/Financer/Unit Holder/Purchaser**, whether he/she occupies or resides in the said premises or not, shall pay such amounts or deposits as may be determined by the Developers towards maintenances and common expenses including common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenances of the said land and buildings as also expenses towards house tax, local taxes, betterment charges or such other levies by the concerned local authorities and/or Government, water charges, electricity charge, insurance until and Association or Co-operative Society is formed. If sales tax, service tax or other levies applicable as per any State/Central Government Acts, should be paid by the

Allottee/Financer/Unit Holder/Purchaser separately.

10. The **Allottee/Financer/Unit Holder/Purchaser** shall on or before delivery of possession of the said premises keep deposited with the

Promoter/Vendors/Builder/Developers, the following amounts:–

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

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

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

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

- (v) Rs. towards Water, Electric, and other utility and services connection charges.
- (vi) Rs.for expenses towards electrical receiving, transformer and Sub-Station provided in Layout.
- (vi) Rs. as legal charges.
- (vii) Rs. as infrastructure Tax.
- (viii) Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
- (ix) Rs.as Stamp Duty and Registration Charges.

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

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the **Allottee/Financer/Unit Holder/Purchaser** shall pay to the **Promoter/Vendors/Builder/Developers**, the **Allottee/Financer/Unit Holder/Purchaser** 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/Financer/Unit Holder/Purchaser shall pay to the **Promoter/Vendors/Builder/Developers**, the **Allottee/Financer/Unit Holder/Purchaser** 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.-TRANSFER BEFORE POSSESSION:-

(a)- The **Allottee/Financer/Unit Holder/Purchaser** shall not let, sub-let, sell, transfer, assign or part with their interest under or benefit of the Agreement or part with delivery of the SAID FLAT until all the dues payable by him/her to the

Promoter/Vendors/Builder/Developers under this Agreement are fully paid up and that too only if the **Allottee/Financer/Unit Holder/Purchaser** has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until obtaining the previous consent in writing of the

Promoter/Vendors/Builder/Developers. In the event the **Allottee/Financer/Unit**

Holder/Purchaser wishes to transfer or assign his rights under this agreement to a 3rd party, the **Promoter/Vendors/Builder/Developers** shall act as a confirming party to the transfer and all rights and obligations of the **Allottee/Financer/Unit Holder/Purchaser** shall be conferred upon the Transferee for which the **Promoter/Vendors/Builder/Developers** shall receive a transfer fee of Rs-----/-(Rupees ----- only) per flat in case such transfer is sought within two years of execution of this Agreement; and thereafter an amount of Rs.25,000/- (Rupees Twenty Five Thousand only) per flat shall be payable to the Promoter/Vendors/Builder/Developers until Conveyance is executed in favor of the

Allottee/Financer/Unit Holder/Purchaser and/or the Society proposed to be formed of all such **Allottee/Financer/Unit Holder/Purchaser**. Notwithstanding the above, the Developer shall retain the right to refuse a transfer till the completion of the Development without assigning any reason.

14. GENERAL:-

(a)- It is hereby agreed that the **Promoter/Vendors/Builder/Developers** shall be entitled to amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties, without adversely affecting the rights of the **Allottee/Financer/Unit-Holder/Purchaser** This provision shall be considered as consent in writing of the

Allottee/Financer/Unit Holder/Purchaser required by law.

15. REPRESENTATIONS AND WARRANTIES OF THE **Promoter/Vendors/Builder/Developers**.

The Promoter/Vendors/Builder/Developers hereby represents and warrants to the **Allottee/Financer/Unit Holder/Purchaser** as follows:-

- i. The **Promoter/Vendors/Builder/Developers** 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/Vendors/Builder/Developers** 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/Vendors/Builder/Developers 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/Vendors/Builder/Developers** 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/Financer/Unit Holder/Purchaser** created herein, may prejudicially be affected;

vii. The **Promoter/Vendors/Builder/Developers** has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Shop/Office] which will, in any manner, affect the rights of

Allottee/Financer/Unit Holder/Purchaser under this Agreement;

viii. The **Promoter/Vendors/Builder/Developers** confirms that the **Promoter/Vendors/Builder/Developers** is not restricted in any manner whatsoever from selling the said [Apartment/Shop/Office] to the **Allottee/Financer/Unit Holder/Purchaser** in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of **Allottee/Financer/Unit Holder/Purchaser** the

Promoter/Vendors/Builder/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the

Allottee/Financer/Unit Holder/Purchaser;

x. The **Promoter/Vendors/Builder/Developers** has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

16. The **Allottee/Financer/Unit Holder/Purchaser/s** or himself/themselves with intention to bring all persons into whosoever hands the Apartment/Shop/Office may

come, hereby covenants with the **Promoter/Vendors/Builder/Developers** as follows:–

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

(ii) Not to store in the Apartment/Shop/Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Shop/Office is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Shop/Office is situated, including entrances of the building in which the Apartment/Shop/Office is situated and in case any damage is caused to the building in which the Apartment/Shop/Office is situated or the Apartment/Shop/Office on account of negligence or default of the **Allottee/Financer/Unit Holder/Purchaser** in this behalf, the **Allottee/Financer/Unit Holder/Purchaser** shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment/Shop/Office and maintain the Apartment/Shop/Office in the same condition, state and order in which it was delivered by the Promoter/Vendors/Builder/Developers to the

Allottee/Financer/Unit Holder/ Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop/Office is situated or the Apartment/Shop/Office 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/Financer/Unit Holder/Purchaser committing any act in contravention of the above provision, the **Allottee/Financer/Unit Holder/Purchaser** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Shop/Office without the prior written permission of the **Promoter/Vendors/Builder/Developers** and/or the Society or the Limited Company.

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

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

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

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

(ix) The **Allottee/Financer/Unit Holder/Purchaser** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Shop/Office until all the dues payable by the **Allottee/Financer/Unit-Holder/Allottee/Purchaser** to the **Promoter/Vendors/Builder/Developers** under this Agreement are fully paid up.

(x) The **Allottee/Financer/Unit Holder/Purchaser** 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 Apartment/Shop/Offices 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/Financer/Unit Holder/Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/Shop/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

17. The **Promoter/Vendors/Builder/Developers** shall maintain a separate account in respect of sums received by the **Promoter/Vendors/Builder/Developers** from the

Allottee/Financer/Unit Holder/ Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

Promoter/Vendors/Builder/Developers until sold/allotted.

19. **Promoter/Vendors/Builder/Developers** SHALL NOT MORTGAGE OR CREATE A CHARGE After the **Promoter/Vendors/Builder/Developers** executes this Agreement he shall not mortgage or create a charge on the *[Apartment/Shop/Office] 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/Financer/Unit Holder/ Purchaser** who has taken or agreed to take such [Apartment/Shop/Office].

20. BINDING EFFECT Forwarding this Agreement to the **Allottee/Financer/Unit Holder/Purchaser** by the **Promoter/Vendors/Builder/Developers** does not create a binding obligation on the part of the **Promoter/Vendors/Builder/Developers** or the

ALLOTTEE/FINANCER/UNIT HOLDER/PURCHASER Until, Firstly, The **ALLOTTEE/FINANCER/UNIT HOLDER/PURCHASER** 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/Financer/Unit Holder/Unit Holder/Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the **Promoter/Vendors/Builder/Developers**. If the **Allottee/Financer/Unit Holder/Purchaser(s)** fails to execute and deliver to the **Promoter/Vendors/Builder/Developers** this Agreement within 30 (thirty) days from the date of its receipt by the **Allottee/Financer/Unit Holder/Purchaser** and/or appear before the Sub-Registrar for its registration as and when intimated by the

Promoter/Vendors/Builder/Developers, then the **Promoter/Vendors/Builder/Developers** shall serve a notice to the **Allottee/Financer/Unit Holder/Purchaser** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the

Allottee/Financer/Unit-Holder/Purchaser, application of the **Allottee/Financer/Unit Holder/Purchaser** shall be treated as cancelled and all sums deposited by the **Allottee/Financer/Unit Holder/Purchaser** in connection

therewith including the booking amount shall be returned to the **Allottee/Financer/Unit Holder/Purchaser** after deducting 10% of the amount paid till date without any interest or compensation whatsoever.

The payment of the Refund Amount shall be subject to deduction thereon of tax at source and/or other applicable government levies and taxes be they direct or indirect in nature. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination.

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

22. RIGHT TO AMEND This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO **Allottee/Financer/Unit Holder/Purchaser** SUBSEQUENT **Allottee/Financer/Unit Holder/Purchasers**. 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

Allottee/Financer/Unit Holder/Purchaser of the [Apartment/Shop/Office], in case of a transfer, as the said obligations go along with the [Apartment/Shop/Office] for all intents and purposes.

24. 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.

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

*Wherever in this Agreement it is stipulated that the **Allottee/Financer/Unit Holder/Purchaser** has to make any payment, in common with other

Allottee/Financer/Unit Holder/ Purchaser(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Shop/Office] to the total carpet area of

all the [Apartment/Shop/Offices] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective **Allottee/Financer/Unit Holder/Purchasers**.

26(1). 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.

26(2)- Provided it does not in any way effect or prejudice the right of the **Allottee/Financer/Unit Holder/Purchaser** in respect of the SAID FLAT the **Promoter/Vendors/Builder/Developers** shall be at liberty to sell, assigns transfer or otherwise deal with their right title and interest in the said plot concerning the other flats in the said building.

26(3)- The **Allottee/Financer/Unit Holder/Purchaser** shall be bound to sign all the papers and documents and do all the things and matters as the **Promoter/Vendors/Builder/Developer** may require from the **Allottee/Financer/Unit Holder/Purchaser** from time to time on his behalf for safeguarding, interalia, the interest of the **Promoter/Vendors/Builder/Developers** and the **Allottee/Financer/Unit Holder/Purchaser**.

27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the **Promoter/Vendors/Builder/Developers** through its authorized signatory at the **Promoter/Vendors/Builder/Developers** Office, or at some other place, which may be mutually agreed between the **Promoter/Vendors/Builder/Developers** and the **Allottee/Financer/Unit Holder/Purchaser**, after the Agreement is duly executed by the **Allottee/Financer/Unit-Holder/Purchaser** and the **Promoter/Vendors/Builder/Developers** 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.

28. The **Allottee/Financer/Unit-Holder/Purchaser** and/or **Promoter/Vendors/Builder/Developers** 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/Vendors/Builder/Developers** will attend such office and admit execution thereof.

29. That all notices to be served on the **Allottee/Financer/Unit Holder/Purchaser** and the **Promoter/Vendors/Builder/Developers** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **Allottee/Financer/Unit Holder/Purchaser** or the **Promoter/Vendors/Builder/Developers** by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of Allottee/Financer/Unit Holder/Purchaser (Allottee/Financer/Unit Holder/ Purchaser's	Address) Notified Email ID:	M/s
Promoter/Vendors/Builder/Developers	_____	name
Promoter/Vendors/Builder/Developers	Address) Notified Email	ID:
.....		

It shall be the duty of the **Allottee/Financer/Unit Holder/Allottee/Purchaser** and the **Promoter/Vendors/Builder/Developers** 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/Vendors/Builder/Developers or **Holder/Purchaser**, as the case may be.

30. JOINT Allottee/Financer/Unit Holder/Purchasers.

That in case there are Joint **Allottee/Financer/Unit Holder/ Purchasers** all communications shall be sent by the **Promoter/Vendors/Builder/Developers** to the **Allottee/Financer/Unit Holder/Purchaser** 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 **Allottee/Financer/Unit Holder/Purchasers**.

31. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the **Allottee/Financer/Unit Holder/ Purchaser**.

32. 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.

33. 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.

34.Incase of any dispute regarding any payment demanded by the **Promoter/Vendors/Builder/Developers**, the **Allottee/Financer/Unit**

Holder/Purchaser shall not be entitled to contest the same unless such payment is first made to the **Promoter/Vendors/Builder/Developers**.

35- The name of the Scheme shall not be changed at any time in future even after the transfer/assignment conveyance of the property, premises and building to the

Allottee/Financer/Unit Holder/Purchaser or other entity except with the written permission of the Developers, The Developers shall also be entitled, at all times and free of costs to exhibit their name logo at strategic places on the outer side of the building. The Co-operative Society or Limited Company as the case may be being successors in the interest of the **Allottee/Financer/Unit Holder/Purchaser** shall be bounded by the covenants.

36. The possession of the SAID FLAT has not been given to the ALLOTTEE/FINANCER/UNIT HOLDER/PURCHASER.

SCHEDULE-I

(Description of the Plot)

All that part and parcel of land admeasuring 6942m² bearing , identified as MANXECHEM BHAT , which falls in Ward 17 and 18 of Panaji City II bearing Chalta no.8 admeasuring 6380m²; Chalta no.8-A admeasuring 62m²; Chalta no.14 admeasuring 348m² and Chalta no.15 admeasuring 152m² all of P. T. Sheet no.12 of City Survey Panajiout of which Chalta no.14 is separated from the main property by a road situated at Ribandar within the limits of Corporation of City of Panaji, TalukaTiswadi and Registration Sub-District of Ilhas, District North Goa in the State of Goa, which property is described under no.12871 at folio 31 of book B-34(New) and is enrolled in the Taluka Revenue Office under no.356, 357 and 359.

The said property bearing Chalta no.8; 8-A and 15 as one unit is bounded as under:-

Towards the North :-Road and chalta no.6 and 7 of
P.T Sheet no.12 of
City Survey Panaji.

Towards the South :-Boundary of Village Chimbhel.

Towards the East :-Chalta no.6; 59; 74 and 17
Of P.T.Sheet no.12 of
City Survey Panaji.

Towards the West :- Road and chalta no.19,
18 and 22 of P.T.Sheet no.12 of
City Survey Panaji.

SCHEDULE – II**(DESCRIPTION OF THE PROPERTY)**

All that plot of land admeasuring 6942sq. mtrs. identified as MANXECHEM BHATT, excluding Chalta no.14 admeasuring 348m² which falls in wards 17 and 18 of Panaji City II bearing Chalta no.8 admeasuring 6380m²; Chalta no.8-A admeasuring 62m², and Chalta no.15 admeasuring 152m² all of P.T.Sheet no.12 of City Survey Panaji, situated at Ribandar within the limits of Corporation of City of Panaji, TalukaTiswadi and Registration Sub-District of Ilhas, District North Goa, in the State of Goa, which property is described in the Land Registration Office of Bardez under No.12871 at folio 31 of Book B-34(New) and is enrolled in the Taluka Revenue Office under no.356, 357 and 359.

The said Property bearing chalta no.8; 8-A and 15 as one unit is bounded as follows:

Towards the North:-Road and Chalta no.6 and 7 of
P.T.Sheet no.12 of City
Survey Panaji

Towards the South:- Boundary of Village Chimbel

Towards the East:-Chalta no.6; 59; 74 and 17
of P.T.Sheet 12 of City
Survey Panaji.

Towards the West:- Road and Chalta no.19, 18 and
22 of P.T.Sheet 12 of
City Survey Panaji.

SCHEDULE-III**Description of the flat****SCHEDULE IV****Mode of Payment****SCHEDULE V****(Specification & Amenities)****SPECIFICATION**

1.-The structure:- It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be of 6" brick masonry and the external walls will be 9" brick/laterite/concrete block masonry.

2.-PLASTER:-

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

3.-Flooring:-

The flooring will be Vitrified tiles or equivalent. The average minimum landing cost of tiles of Rs.450/- per square meter. Toilet dado and equivalent. The average minimum landing cost of tiles will be Rs.350/- square metres.

4.-Doors:- Main door and French doors will be of teak wood. Other doors will be of sal wood frame provided with flush doors and veneer. Toilet shutters will be of fiber FRP doors shutters. Premium quality hardware and handles for all doors.

5.-Windows:- Windows will be of powder coated aluminium sliding with aluminium fittings.

6.-Kitchen:- The Kitchen will have a cooking platform with black granite top and 60 cms. tile lining above the platform. Stainless steel sink with single bowl will be provided.

7.-Internal Décor:- The walls will be painted with acrylic bound distemper and ceiling with white wash. Doors will be painted/ varnished/French polished.

8.-External Décor:- External walls will be painted with cement paint.

9.-Plumbing and Sanitary:- Soil, waste and water pipes will be partially concealed; white glazed European W.C. of Jaquar/ Hindustan make or equivalent quality will be provided with flushing system. Full height wall tiles with non slippery tiles flooring will be provided in bathroom. The sanitary installation will be in accordance with Municipal specification. One shower and one wash basin will be provided in each toilet.

10.-Electrical Installation:- The electrical wiring will be concealed with Finolex/Kabel or equivalent cables. All switches will be of modular switches or equivalent quality with three phase electricity connection. Air Conditioning points in all bed rooms will be provided.

11.-Water Tank:- A underground sump with a electric pump and a overhead tank will be provided.

12. Balcony:- Ms powder coated railings.

AMENITIES

Safe environment of a gated community.

State of the art Swimming Pool and landscaped gardens(common for the Block I & II).

Club House (Located in Block I) & common for Block I and II.

Reserved/ Allotted parking .

Back up power supply for lifts and common areas.

Gymnasium- Located in Block I & common for Block I & II.

CCTV surveillance in common area.

Cable provision for Dish Antenna.

Provision to install Inverters connecting one light point and one fan point in all bed rooms, living room and kitchen.

Electrical points for Washing Machine and Dryer.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/FINANCER/UNIT HOLDER/PURCHASER: (including joint buyers)

(1)

(2)

At on

In the presence of WITNESSES:

1. Name Signature

2. Name Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter/Vendors/Builder/Developers:

(1) (Authorized Signatory) WITNESSES:

Name Signature

Name Signature

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