

AGREEMENT FOR CONSTRUCTION CUM SALE

This Agreement for construction cum sale is made and executed at Mapusa, Goa on this ___ day of ____, ____.

BETWEEN

I. MR. RAMESHCHANDRA SHAMJI GOHIL, son of Shamji D. Gohil, aged 62 years, married, businessman, proprietor of M/s. R. R. Enterprises, having PAN Card No. ACDPG7350G and Aadhaar Card No. 4685-7937-1875, Indian National, resident of Matruchaya, Plot No. 26, PDA Colony, Porvorim, Bardez - Goa, 403521, office address No. 6B, 6th floor, R. R. Tower, Angod, Mapusa, Bardez - Goa, 403507 hereinafter called the **“VENDOR/ BUILDER/ DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

II. _____, son of _____, aged ___ years, service/ businessman, married/unmarried, having PAN Card No. _____ and Aadhaar Card No. _____, Indian National, residing at _____, hereinafter referred to as the **“PURCHASER/FINANCER”** (which expression shall unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS there exists a property known as “KODAL” also known as “CODAL” admeasuring area of 29000.00 sq. mts.

surveyed under New Survey No.102 sub-division No.1, situated at Village Carapur, within the local limits of Village Panchayat of Carapur-Sarvan, Bicholim, Goa, which is more particularly described in the Schedule No. I.

AND WHEREAS the above said property originally belonged to Madeva Vitola Sinai Dubaxi and his wife Smt. Sundarabai Madeva Sinai Dubaxi having gifted to him by his mother Smt. Rucmabai Vitola Rauji Sinai Dubaxi and the same is inscribed in their name under inscription No.8176.

AND WHEREAS the said Madeva Vitola Sinai Dubaxi expired without any Will or Gift or any other disposition of his last wishes.

AND WHEREAS upon the death of the said Madeva Vitola Sinai Dubaxi a Deed of Succession and Partition came to be drawn at pages 29 (V) to 33 (V) of Notarial Book of Deeds No. 217 on 10th February 1957, wherein the said Smt. Sundarabai Madeva Sinai Dubaxi was declared as the widow and moiety-holder of the said late Madeva Vitola Sinai Dubaxi and his daughter Smt. Manicabai alias Kamalabai Rajaram Hedo married to Shri Rajaram Hari Sinai Hedo was declared as his sole and universal heirs.

AND WHEREAS the name of the said Smt. Sundarabai Madeva Sinai Dubaxi is found recorded in the Occupant's column of Index of land in Form III in respect of New Survey No.102 sub-division no.1 of Village Vithalpur Carapur, Bicholim, Goa.

AND WHEREAS upon the death of the said Smt. Sundarabai Madeva Sinai Dubaxi, the said property inter alia devolved upon her only daughter Smt. Manicabai alias Kamalabai Rajaram Hede married to Shri Rajaram Hari Sinai Hede.

AND WHEREAS the said Manicabai alias Kamalabai Rajaram Hede expired leaving behind a Will drawn on 07-10-1969 and leaving behind Shri Rajaram Hari Sinai Hede as her widower, moiety holder and Shri Hari alias Prakash Rajaram Hede and Prafulla Rajaram Hede as her sole and universal heirs.

AND WHEREAS in terms of a Deed of Partition executed on 29-02-1972 and duly registered with the Sub-Registrar's Office of Bicholim, under Registration No. 30 at pages 212 to 230 of Book I Volume No. 64 on 31-01-1981, between the said Shri Rajaram Hari Sinai Hede as executor and Shri Hari alias Prakash Rajaram Hede and Shri Prafulla Rajaram Hede as the parties of the Second Part and Third Part respectively.

The said 1/4th part of the said entire property now bearing New Survey No.102/1 was allotted to the share of Shri Hari alias Prakash Rajaram Hede and Shri Prafulla Rajaram Hede jointly.

AND WHEREAS said Shri Rajaram Hari Sinai Hede also expired subsequently leaving behind Shri Hari alias Prakash Rajaram Hede along with their respective wives as his sole and universal heirs.

AND WHEREAS during the recent land survey conducted for the purposes of Records of Rights for the Revenue Village Karapur, the said 1/4th part of the said entire property has been surveyed under New Survey No.102 sub-division No.1 of Village Carapur.

AND WHEREAS the names of Shri Hari alias Prakash Rajaram Hede and Shri Prafulla Rajaram Hede stands duly recorded in the Occupant's Column of the records of Rights Certificate in Form I & XIV of New Survey No.102 sub-division No.1 of Village Carapur Taluka Bicholim.

AND WHEREAS in terms of a Deed of Sale dated 08-10-1984 and Deed of Rectification dated 29-04-2003 the said Hari alias Prakash Rajaram Hede and Shri Prafulla Rajaram Hede sold and transferred a portion of the said entire property admeasuring an area of 500 sq. mts. to Shri Mahadev B. Chari and hence the name of the said Shri Mahadev B. Chari stands recorded in the survey record alongwith Hari alias Prakash Rajaram Hede and Prafulla Rajaram Hede.

AND WHEREAS one Mr. Sudhir Balkrishna Desai had approached to the said Landlord Hari alias Prakash Rajaram Hede and Shri Prafulla Rajaram Hede and proposed to purchase a portion of the above said property who is Confirming Party Mr. Sudhir Balkrishna Desai in the Deed of Sale dated 23-06-2014 and accordingly he had made part payment of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) to the said Prakash Rajaram Hede and Shri Prafulla Rajaram Hede against the property described in Schedule I. However the said Sudhir Balkrishna Desai (Confirming Party) had certain difficulties in raising funds and buying the whole portion of the said property as proposed by him from the owner and further he has requested that a plot of land out of the same portion proposed to be purchased by him directly sold to his nominee i.e Rameshchandra Shamji Gohil being the Purchaser which request is accepted by the said Prakash Rajaram Hede and Prafulla Rajaram Hede.

AND WHEREAS as per the request of the said Purchaser Mr. Rameshchandra Shamji Gohil being the Purchaser which request is accepted by the said Prakash Rajaram Hede and Prafulla Rajaram Hede.

AND WHEREAS as per the request of the said Mr. Rameshchandra Shamji Gohil, the owner of the property have

agreed to sell to the said Mr. Rameshchandra Shamji Gohil a plot of land i.e. Plot "C" admeasuring an area of 3000 sq. mts., which is part of the property under Survey No.102/1, situated at Carapur-Sarvan, Bicholim, Goa.

AND WHEREAS the said Prakash Rajaram Hede and Prafulla Rajaram Hede and their wives sold a plot "C" admeasuring an area of 3000 sq. mts. which is part of the property known as "KODAL" also known as "CODAL" under Survey No. 102/1 to Mr. Rameshchandra Shamji Gohil by executed Deed of Sale dated 23-06-2014 and by joining Mr. Sudhir Balkrishna Desai as Confirming Party. The said Deed of Sale is registered before Sub-Registrar of Bicholim under Reg. No. 608/2014 at pages 97 to 132, Book I Volume No.1159 dated 27th June, 2014.

AND WHEREAS by virtue of Deed of Sale dated 23-06-2014 the Vendor/Builder/Developer became absolute owner in possession of the plot "C" admeasuring an area of 3000 sq. mts. which is part of the property under Survey No.102/1, situated at Carapur-Sarvan, Bicholim, Goa.

AND WHEREAS the Vendor/Builder/Developer has done Partition before Deputy Collector at Bicholim bearing Case No.8-205-2014-Part-Bich and has taken separate Survey number and separate Form I & XIV as 102 sub-division No.1-A.

AND WHEREAS the Vendor/Builder/Developer became absolute owner in possession of the above said plot admeasuring an area of 3000 sq. mts. under Survey No.102/1-A, situated at Carapur-Sarvan, Bicholim, Goa and accordingly his name is appearing in the Occupant Column under Survey No.102/1-A as owner of the property. The said property is inscribed more particularly in the Schedule No. II.

AND WHEREAS the Vendor/Builder/Developer has obtained Sanad of the above said property before Collector North Goa bearing No.RB/CNV/BICH/AC-1/09/2015 dated 8th December 2015.

AND WHEREAS the Vendor/Builder/Developer has approved the plan of the proposed construction of residential cum commercial building and compound wall before Town and Country Planning Department bearing No. DC/6850/BICH/TCP-16/603 dated 30-05-2016.

AND WHEREAS the Vendor/Builder/Developer has obtained construction license of residential cum commercial building and compound wall from Village Panchayat of Karapur - Sarvan bearing No. VP/KS/2016-2017/911 dated 19-07-2016.

AND WHEREAS the Vendor/Builder/Developer has taken Technical Clearance Order from Deputy Town Planner Town and Country Planning Department, Bicholim, Goa bearing No. DC/6850/BICH/TCP-16/603 dated 30-05-2016 and also taken N.O.C. from Health Department bearing No. PHCB/HER SHARE IS OF/NOC/2016-17/564 dated 13-06-2016.

AND WHEREAS the Vendor/Builder/Developer is developing the above said property by doing construction of residential cum commercial building ground plus three floors consisting of shops and flats in the above said plot as per the approved plan building shall be known as "R. R. HARMONY".

AND WHEREAS the Purchaser/Financer has approached to the Vendor/Builder/Developer and has agreed to finance for the construction of the **Shop/Flat** bearing _____ admeasuring an area of _____ **sq. mts.** of super built up area (which includes incidence of staircase, landings, lobby, passages and other

common areas) on the _____ **floor** of the building known as “R. R. HARMONY” and the said **Shop/Flat** bearing _____ is described more particularly in details in the Schedule No.III hereinafter written and is as per the approved plan annexed hereto which is marked in red colour from identification signed by all parties.

AND WHEREAS the Purchaser/Financer has agreed to finance the Vendor/Builder/Developer a sum of **Rs._____/- (Rupees _____ only)** towards the cost of the construction of the said **Shop** which include cost of undivided proportionate share in the land is mentioned hereinafter in Schedule No. IV (Mode of Payment).

AND WHEREAS the said **Shop** is to be constructed by the Vendor/Builder/Developer in accordance with the specification mentioned in Schedule V annexed hereto which forms an integral part of this Agreement.

AND WHEREAS the Purchaser/Financer has taken inspection of all documents pertaining to the title of the Vendor/Builder/Developer to the said property and all clearances, permissions, licenses and approvals obtained in connection with the proposed development through his lawyer and is satisfied about the marketable ownership title to the said property and the legality of the proposed development and the Vendor/Builder/Developer rights in connection with the proposed development.

AND WHEREAS the Vendor/Builder/Developer and the Purchaser/Financer have agreed to sign this present Agreement for Construction cum Sale upon terms, covenants and condition hereinafter appearing.

NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

(1) The Vendor/Builder/Developer shall under normal condition construct in the above said new residential building consists of ground plus three floors as per approved plan. The said **Shop/Flat** bearing **No.** _____ admeasuring _____ **sq. mts.** of Carpet Area / _____ **sq. mts.** super built up area (which includes the incidence of staircase, landings, elevators, lobby, passage and other common areas) on _____ **floor**, in the said building known as "R. R. HARMONY" as per the plan and specification seen and approved by the Purchaser/Financer with such variation and alteration, as the Vendor/Builder/Developer may consider necessary or as may be required by the Architect of the Vendor/Builder/Developer or by any authority to be made in them or in any of them (subject to Vendor/Builder/Developer) showing such variation and alteration to the Purchaser/Financer. The Purchaser/Financer hereby expressly consent to such variation and alteration to same and the Vendor/Builder/Developer shall not be required to take any further permission from the Purchaser/Financer for the same. The said **Shop/Flat No.** _____ is more particularly described in the Schedule No. III hereunder on the plan thereof annexed hereto and thereon is shown surrounding by red coloured boundary lines and hereinafter for brevity's sake shall be referred to as the said **Shop/Flat** and shall be constructed as per the specification described in details in Schedule IV herein annexed.

(2) The Vendor/Builder/Developer do hereby agree to sell the said **Shop/Flat** together with the corresponding undivided share of rights in the said plot to the Purchaser/Financer on completion of the construction of the said **Shop/Flat** in all respect for a total

consideration of **Rs.**_____/- (**Rupees** _____
only) is inclusive of cost of proportionate share in land.

(3) If the Purchaser/Financer desires to get some variations done in the specifications detailed in Schedule IV hereinafter appearing and if the Vendor/Builder/Developer agrees to effect such variations as desired by the Purchaser/Financer (subject to Purchaser/Financer giving in writing details of such changes to the Vendors/Builder/Developer the Purchaser/Financer shall have to pay the additional cost of such changes/additions before the relative item of work is taken up for execution and for the purpose of payment it shall be considered as an extra item of work.

(4) The Vendors/Builder/Developer shall deliver the said **Shop/Flat** for use and occupation of the Purchaser/Financer on or before 24 months (plus 6 months grace period) from the date of this Agreement for construction cum sale thereof provided all the amounts due and payable by the Purchaser/Financer under this Agreement are paid by the Purchaser/Financer to the Vendors/Builder/Developer. The Vendors/Builder/Developer shall by notice in writing intimate the completion of the said **Shop/Flat** to the Purchaser/Financer and the Purchaser/Financer shall within 15 days of the receipt of the said notice, take delivery of the said **Shop/Flat**.

(5) If the Purchaser/Financer commits default in payment of any of the installments aforesaid on their respective due dates, time being the essence of the contract and/or in observing and performing any of the terms and conditions of this Agreement. The Vendor/Builder/Developer shall, without prejudice to the other rights be at liberty to terminate this Agreement by giving a prior written notice of 15 days. The Vendor/Builder/Developer shall however on such termination, refund to the Purchaser/Financer

the amount if any, which may have till then been paid by the Purchaser/Financer to the Vendor/Builder/Developer but without any further amount by way of interest or otherwise on the Builder/Developer terminating this Agreement under this clause, he shall be at liberty to allot and dispose off the said **Shop/Flat** to any other person as the Builder/Developer may deem fit and proper for such consideration as the Vendor/Builder/Developer may determine and the Purchaser/Financer shall not be entitled to question this act of the Vendor/Builder/Developer and/or to claim any amount from the Builder/Developer without prejudice to his right of terminating the present agreement in case of default in payment of the installment of consideration the Vendor/Builder/Developer at his absolute discretion, may allow the Purchaser/Financer to pay the defaulted installment of the consideration on the extended date/s with interest at the rate of 14% p.a. compounded quarterly.

(6) The Vendor/Builder/Developer shall not incur any liability if he is unable to deliver possession of the said **Shop/Flat** by the date stipulated in clause No.4 if the completion of the scheme is delayed by reason of non-availability of steel, cement, sanad, other building materials, water supply and/or electric power supply or by reason of war, civil commotion or any act of God or if non delivery of possession is as a result of any notices, order, ordinance, rule or notifications of the Government and/or any other public or local authority or for any other reason beyond the control of Vendor/Builder/Developer and in any of the aforesaid events, the Vendor/Builder/Developer shall be entitled to reasonable extension of time for delivery of possession of the said **Shop/Flat**.

(7) If for reason other than those in clause No.5 the Vendor/Builder/Developer is unable to or fail to give possession of

the said **Shop/Flat** to the Purchaser/Financer within the date specified in clause no.4 above or within any further date or dates agreed to by and between the parties hereto then and in such case, the Purchaser/Financer shall be entitled to give notice to the Vendor/Builder/Developer terminating the Agreement in which event, the Vendor/Builder/Developer shall, within a period of six months, refund to the Purchaser/Financer the amounts, if any, that may have been received by the Vendor/Builder/Developer from the Purchaser/Financer in respect of the said **Shop/Flat**, without any interest .

(8) Upon possession of the said **Shop/Flat** being delivered to the Purchaser/Financer he shall be entitled to the use and occupation of the said **Shop/Flat**, upon the Purchaser/Financer taking possession of the said **Shop/Flat** he shall have no claim against the Vendor/Builder/Developer in respect of any item of work in the said **Shop/Flat**.

(9) The Purchaser/Financer shall use the said **Shop/Flat** only for the purpose of commercial or for any other purpose which is permissible under the prevailing laws and shall not use the same for any illegal purpose.

(10) The Purchaser/Financer shall from date of possession said **Shop/Flat** maintain the said **Shop/Flat**. The internal walls, partition walls, sewers, drains, pipes and appurtenances thereto at his own cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said **Shop/Flat** and/or common passages or the compound, common area which may be against the condition or rules or bye laws of the Village Panchayat of Carapur-Sarvan and/or the North Goa Planning and Development Authority and/or and other authority

and shall attend to and answer and will be responsible for all actions for violations or any such conditions or rule of bye-laws.

(11) In the event, on account of change in plan or any other reasons, the built up area of said **Shop/Flat** is increased, the Purchaser/Financer shall be liable to pay the Vendor/Builder/Developer for extra area, at such rate as may be calculated by the Vendor/Builder/Developer. Similarly if the built up area of the said **Shop/Flat** is decreased, the Vendor/Builder/Developer shall be liable to refund to the Purchaser/Financer the amount corresponding to the differential area at such rate as may be calculated by the Vendor/Builder/Developer.

(12) Provided it does not in any way effect or prejudice the rights of the Purchaser/Financer in respect of the said **Shop/Flat** the Vendor/Builder/Developer shall be at liberty to sell, assign, transfer and/or otherwise deal with their rights, title and interest in the said plot and/or in the said building scheme "R. R. HARMONY".

(13) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said **Shop/Flat** or of the said plot or any part thereof.

(14) The Purchaser/Financer shall not let, sub-let, sell, transfer, assign or part with his interest or benefit under this Agreement or part with possession of the said **Shop/Flat** until all the dues payable by him to the Vendor/Builder/Developer under this Agreement are fully paid up and that too only if he has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until he obtains the previous consent in writing of the Vendor/Builder/Developer.

(15) The Purchaser/Financer shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters as the Vendor/Builder/Developer may require from them from time to time, in this behalf for safeguarding interalia, the interests of the Vendor/Builder/Developer and the Purchaser/Financer as per this Agreement.

(16) Any letters, reminders, notices, documents, papers, etc. are to be served on the Purchaser/Financer shall be deemed to have been properly sent and served, if it is posted at his notified address by Registered Post A/D or under certificate of posting at the address of the Purchaser/Financer given below:-

Name: _____

Address: _____,

_____,

_____.

(17) The Vendor/Builder/Developer hereby gives express consent to the Purchaser/Financer to raise any loans against the said **Shop/Flat** and to mortgage the same with any Bank or Banks or any other financial institutions. It is clearly understood between the parties that under no circumstances the Vendor/Builder/Developer shall be entitled to mortgage or create charge on the said **Shop/Flat** and its proportionate undivided share hereby allotted to the Purchaser/Financer and the said **Shop/Flat** shall always be free from any encumbrances or charges thereon.

(18) If at any time prior to the execution of the Deed of Conveyance and/or handing over the respective premises to the Purchaser/Financer as stipulated in this Agreement the floor area ratio presently applicable to the said property is increased, such increase shall ensure for the benefit of the

Vendor/Builder/Developer along without any rebate to the Purchaser/Financer.

(19) The Vendor/Builder/Developer shall have a first lien and charge on the said **Shop/Flat** agreed to be purchased by the Purchaser/Financer in respect of any amount payable by the Purchaser/Financer to the Vendor/Builder/Developer under the terms and conditions of this Agreement.

(20) Upon completion of the respective building the Vendor/Builder/Developer shall execute the conveyance in respect of the premises and/or the corresponding undivided portion of the said property in proportion to the built up area of their respective **Shop/Flat** as the case may be in the names of all the premises holders of said new building scheme. However all expenses in regard to stamp paper, registration charges, printing, Xeroxing, legal expense, etc. incurred on said Conveyance shall be borne by the Purchaser/Financer. The draft of such Deed of Sale/Conveyance shall be prepared by the Advocate of the Vendor/Builder/Developer.

(a) Any taxes, charges or out goings levied by the Village Panchayat of Carapur-Sarvan including infrastructure tax and House tax or any other competent authority and the electricity and water charges, exclusively pertaining to the said **Shop/Flat** shall be borne by the Purchaser/Financer from the date of delivery of possession of the said **Shop/Flat**.

(b) The Purchaser/Financer shall also bear proportionate share in the maintenance of said building and also all outgoing for the maintenance and management of the building, common lights, common staircase, lifts, lobbies, common compounds and open spaces, salaries of watchman, sweepers and other charges total

comes to Rs.1,000/- (Rupees One Thousand Only) per sq. mt. and same shall be paid by the Purchaser/Financer to the Vendor/Builder/Developer at one time.

(c) After handing over the possession, the Vendor/Builder/Developer will co-operate with the Purchaser/Financer towards formation of Co-operative Housing Maintenance Society/Association by the Flat/Shop owners of said building known as "R. R. HARMONY" for maintenance of the building of common services will be the sole responsibility of the Flat/Shop owners/society or Vendor/Developer/Builder will make sale deed of every premises either or undivided share of land or total cost of premises.

(d) In the event of any amount by way of premium, security deposit, betterment charges, development taxes, service tax or any other taxes or payments of similar nature whether for the purpose of giving water connection or otherwise becoming payable by the Vendor/Developer/Builder, the Purchaser/Financer hereby expressly undertakes to reimburse the Vendor/Builder/Developer for all such amounts in proportion to the area of the said **Shop/Flat** and in determining such amount the decision of the Vendor/Builder/Developer shall be conclusive and binding upon the Purchaser/Financer. The Vendor/Builder/Developer shall be liable to present all the bills and receipts of taxes above said at the time of reimbursement.

(e) The Purchaser/Financer shall also bear the costs for **Shop/Flat** as also the cost of the respective meter-box. Likewise, the cost of the cable from main electric pole to meter box will be shared, proportionately, by all the premises holders in the said building.

(21) Any taxes, charges or outgoings levied by the Village Panchayat of Carapur-Sarvan or any other competent authority or electricity and water charges, infrastructure tax and house tax exclusively pertaining to the said **Shop/Flat** shall be borne by the Purchaser/Financer from the date of delivery of possession of the said **Shop/Flat**.

(22) Provided further and it is hereby agreed between the parties hereto as under:-

(a) On taking delivery of the premises the Purchaser/Financer under no circumstances, shall carry out any structural alterations in or to the said **Shop/Flat** without the written consent of the Vendor/Builder/Developer and express permission from the competent statutory authorities.

(b) The Purchaser/Financer under no circumstances shall block the open spaces viz., the passages and stair-case, or any common areas in the said building or the said property.

(c) The Purchaser/Financer shall have no right to the terrace portion of the said building, except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as the absolute property of the Vendor/Builder/Developer.

(23) The Builder/Developer hereby undertake to sign and execute a Deed of Sale on completion of building "R. R. HARMONY" further undertake to produce himself before the Sub-Registrar of Bardez, Bicholim- Goa, for admitting the contents of said Sale Deed in respect of proportionate undivided rights corresponding to the built up area of said **Shop/Flat** to be transferred in favour of Purchaser/Financer. All the costs, expenses, charges, fees incurred upon such Deed of Sale shall be borne by the Purchaser/Financer.

(24) The value of the said **Shop/Flat** is **Rs. _____/- (Rupees _____ only)** which is the present market value of the above said **Shop/Flat**.

(25) That the Purchaser/Financer has to make payment as per the Schedule of Payment

(26) The cracks in sinkage of plaster or in joint of concrete and masonry shall be not treated as faulty works.

(27) That after completion of building and obtaining occupancy certificate Vendor/Builder/Developer has to issue notices to the Purchaser/Financer that the said premises are ready for use and occupation. The Purchaser/Financer shall be liable to pay

(a) All taxes and charges for electricity, water supply, panchayat taxes and other services and outgoings payable in respect of the said premises.

(b) An amount of **Rs. _____/- (Rupees _____ only)** at the rate of Rs. 1,000/- per sq. mtr. for one time for the maintenance and management of the complex, common lights, common staircases, common compounds and open spaces, common terrace, garbage collection charges, charges and salaries of watchman, sweepers and maintenance of accounts and administration of the said complex to be paid before taking possession of the said **Shop/Flat**. However monthly charges will be decided after formation of the Society.

(28) The Purchaser/Financer shall have no claims whatsoever other than in respect of the said premises agreed to be purchased by him. The open spaces, un-allotted parking spaces, staircases, lifts, etc. shall remain property of the Vendor/Developer/Builder

till they are transferred to the said proposed society but even then subject to the right of the Developer/Builder under this Agreement.

(29) It shall be at discretion of the Vendor/Developer/Builder whether the legal entity to be formed shall be a co-operative society regulated by the Goa Co-operative Societies Act, as applied to the State of Goa or a Company under the companies Act 1956. On the Vendor/Developer/Builder taking such decision the Purchaser/Financer and the other persons who have acquired interests in the said premises shall be required to join in the said society or the company and this purpose to sign all forms, applications, papers, deeds and documents, etc. as may be reasonably required to carry out such decisions so as to obtain and effect the proper conveyance of the said **Shop/Flat** with the Vendor/Developer/Builder.

(30) That the Vendor/Developer/Builder shall be in absolute control of those premises in "R. R. HARMONY" which remain unsold; should the Vendor/Developer/Builder decide to retain any portion in "R. R. HARMONY" they shall join entity along with the other premises holders.

(31) The possession of **Shop/Flat** shall be given only after making total payment as per the Agreement and additional payments like service tax, maintenance fund, sale deed charges, advocate charges, electrical connection charges, water connection charges and any other charges paid to the Government.

(32) That the Vendor/Developer/Builder shall provide parking to the Purchaser/Financer to park his vehicle in the above said project.

(33) The possession of the said **Shop/Flat** is not handed over to the Purchaser/Financer same shall be handed over after completion of the building or at the time of execution of Deed of Sale.

(34) That this Agreement for construction cum sale is typed on a stamp paper of **Rs. _____/- (Rupees _____ only)** i.e. 2.9% of the total value of **Rs. _____/- (Rupees _____ only)**.

(35) That the Vendor/Builder/Developer hereby declares that the property in transaction does not belong to Scheduled Caste/Scheduled Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21-08-1978.

SCHEDULE - I

DESCRIPTION OF THE PROPERTY

ALL THAT property known as "KODAL" also known as "CODAL" admeasuring area of 29000.00 sq. mts. described as a whole in the Land Registration Office of Bardez at Mapusa under Description No.943 at folio 28 of Book No.B-3 (old), enrolled in the Taluka Revenue Office for the purpose of Matriz under Matriz Predial Nos. 325 and 326, presently surveyed under New Survey No.102 sub-division No.1, situated at Village Carapur, Bicholim, Goa and the same is bounded as under:-

East: Partly by new Survey No.102/2 of Carapur and partly by main road Sankhali-Bicholim.

West: Partly by new Survey No.103/5, 103/2 and partly by Survey No.113/3 of Village Carapur and road.

North: Partly by main road Sankhali-Bicholim and partly by Survey No.103/5 of Village Carapur.

South: Partly by new Survey No.113/3 and partly by road and land under Survey No.102/2.

SCHEDULE - II

DESCRIPTION OF THE PLOT

ALL THAT plot of land admeasuring an area of 3000 sq. mts. which is part of the larger property known as "KODAL" also known as "CODAL", surveyed under Survey No. 102/1-A, described in the Land Registration Office of Bardez at Mapusa under Description No. 943 of Book B-3 (old) and Land Revenue (Matriz Predial) Nos. 325 and 326 situated at Carapur-Sarvan, Bicholim, Goa and the same is bounded as under:-

East: By property under Survey No.102/1-B of Village Carapur.
 West: By property under Survey No.102/1 of Village Carapur.
 North: By main road Sankhali-Bicholim.
 South: By property under Survey No.102/1 of Village Carapur.

SCHEDULE - III

(DESCRIPTION OF SAID SHOP/FLAT)

ALL THAT **Shop/Flat bearing No.** _____ admeasuring _____ **sq.mts.** of super built up and _____ **sq.mts.** of Carpet area area along with the proportionate share of land (which includes incidence of staircase, landings, lobby, passages and other common area) on the **Ground floor** in the said building known as "R. R. HARMONY", situated at Carapur-Sarvan, Bicholim, Goa, which is more particularly described in the Schedule - II hereinabove and as per the plan annexed hereto and bounded as under:-

East: _____.

West: _____.
 North: _____.
 South: _____.

SCHEDULE - IV

(MODE OF PAYMENT)

- | | |
|--|-------------|
| (1) Advance Payment before Agreement | Rs. _____/- |
| (2) On or before _____ | Rs. _____/- |
| (3) On or before _____ | Rs. _____/- |
| (4) On or before _____ | Rs. _____/- |
| (5) On or before _____ | Rs. _____/- |
| (5) On or before handing possession of the said Shop/Flat. | Rs. _____/- |

Total **Rs. _____/-**

(Rupees _____ only)

SCHEDULE -V

(BUILDING SPECIFICATION FOR SHOP/FLAT)

- (1) STRUCTURE:- It is R.C.C. framed structure with R.C.C. footings column beams and slab. The internal partition wall will be 23 cms. brick and external wall will be of 23 cms. thick laterite store or brick masonry.
- (2) PLASTER:- External plaster will be double coats and sand faced and internal plaster single coat with neeru finish.
- (3) FLOORING:-The floor will be of vitrified tiles laid on cement mortar.

(4) DOORS & WINDOWS:- A M.S. rolling shutter of standard size of 2.5 to 3.00 mts. width shall be fixed for ground floor shop. Aluminum section window will be provided for ventilator.

Main Door will be of Kalpataru Veneer Moulded Door and Salwood frame and all other doors framed of salwood and all door shutters for Bedroom shall be of Kalpataru Primer Moulded Door. All the windows will be of Aluminum window shutter. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch etc.

(5) TOILET DOOR: - All the bathrooms and toilets will have granite frame and shutters shall be of water proof FRP doors.

(6) KITCHEN: - The kitchen will have a cooking platform with granite stone top. Single bowl stainless steel sink with glazed tiles lining upto 60 cms. height above the kitchen platform.

(7) INTERNAL DÉCOR:- The walls will be painted with three coats of OBD and ceiling with three coats of white wash and the rolling shutter for shops will be painted with three coats of oil paint.

(8) EXTERNAL DÉCOR:- The external walls will be painted with cement paint in three coats.

(9) WATER TANK:- There will be overhead tank on roof and a sump tank on the ground. Water will be supplied to all the flats from overhead tank.

(10) PLUMBING AND SANITARY FITTING:- The common Toilet will be provided on ground floor with either European or India W.C. two numbers along wash basins with complete fittings like bib cock, flush tank, etc.

(11) ELECTRICAL INSTALLATIONS:- The installations will be in concealed copper wiring with standard specification fittings it will have two light point, one fan point, one plug point.

N.B. All expenses including transformer for electricity connections cable, panel board, etc. and water connections shall be borne by the Purchasers. The total expenses shall be proportionately divided among the users.

IN WITNESS WHEREOF this Agreement for Construction cum Sale is signed on the day of the month and the year first hereinabove mentioned in presence of two witnesses.

SIGNED AND DELIVERED BY THE)
VENDOR/BUILDER/DEVELOPER)
MR. RAMESHCHANDRA SHAMJI GOHIL) _____

(Left Hand Thumb Impression of Shri Rameshchandra Shamji Gohil)

(Right Hand Thumb Impression of Shri. Rameshchandra Shamji Gohil)

SIGNED AND DELIVERED BY THE)
PURCHASER/FINANCER)

MR. _____) _____

(Left Hand Thumb Impression of Mr. _____)

(Right Hand Thumb Impression of Mr. _____)

WITNESSES:-

(1) _____

(2) _____