

AGREEMENT FOR CONSTRUCTION CUM SALE

THIS AGREEMENT is made at Bicholim, Goa, on this 6th day of February, 2020;

BETWEEN

[1] MR. NITIN VILASRAO NIKAM, son of Shri. Vilasrao Nikam, 61 years of age, married, Indian National, business, Phone no: 9326873434, Aadhar card no: 774940046542, PAN Card no. AAYPN2036K; and

[2] MRS. NEHA NITIN NIKAM, wife of Mr. Nitin V. Nikam, daughter of Shri. Shripathrao Patil, 51 years of age, Indian National, housewife, having Pan Card no. AJXPN9825C, Aadhar Card no. 800130416710, phone no. 9326873434; both residents of: House o: 1876, Desai Nagar, Sanquelim, Goa, 403504;; hereinafter jointly referred to as the **"INTENDING VENDORS/VENDORS"** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective legal heirs, legal representatives, executors, administrators and assigns) of the FIRST PART;

AND

[3] MR. _____, son of Shri. _____, _____ years of age, __married, occupation _____, Indian National, resident of _____; having PAN CARD NO: _____, Aadhar Card no: _____, Phone no. _____; hereinafter referred to as the **"INTENDING PURCHASER"**, (which expression shall unless repugnant to the context or meaning thereof mean and include his Legal Representatives, Legal Heirs, Executors, Administrators and Assigns) of the SECOND PART.

WHERE AS the Vendors herein are represented by their dully constituted Attorney being their close relative ie. cousin brother/brother-in-law, **MR. SHANKARRAO APPASAHEB DESAI**, son of Late Shri. Appasaheb P. Desai, 49 years of age, unmarried, service, Indian National, resident of House No: 62, Maulangtad, Sankhali, Goa, 403505, having PAN Card : ABWPD4675M, Aadhar Card no: 325673999241, phone no: 9657453549; vide Instrument of Special Power of Attorney dated executed on 20/01/2020 in the Office of Sub Registrar of

Bicholim registered under BCH-POA Register-1-2020 on 28/01/2020.

WHEREAS the First party ie. the Vendors are the absolute owners in possession of a Plot of land admeasuring 1000 square meters of the property named "GHONGE VHALA KADIL" or "GHONGEVALACODIL", surveyed under survey No. 42/1-N of Village Maulinguem South, within the limits of Sankhali Municipal Council, Taluka and Registration Sub District of Bicholim, district North Goa, State of Goa, as a whole is described in Land Registration Office Under No. 15392 and enrolled in the Taluka Revenue Office for Matriz Predial under no.266, and the same is bounded as under:

North	: by internal road;
South	: by part of larger property surveyed under no: 42/1;
East	: by part of larger property surveyed under no: 42/1;
West	: by Government property having Multipurpose hall.

This plot of land surveyed under survey No. 42/1-N of Village Maulinguem South, within the limits of Sankhali Municipal Council admeasuring an area of 1000 square meters be hereinafter called as SAID PLOT for the sake of brevity and the same is better described in **SCHEDULE I** herein under written.

AND WHEREAS the VENDOR NO. 1 herein acquired exclusive right, interest and title to the said plot by virtue of Deed of Sale dated 14/10/1983, registered in the Office of Sub-Registrar of Bicholim on 24/02/1984 under no: 82 at pages 344 to 353 of Book - I, Volume 82.

AND WHERE AS the said Deed of Sale dated 14/10/1983 is ratified by the spouses of original vendors vide Deed of Ratification registered in the Office of Sub Registrar of Bicholim under no. 90 at pages 109 to 116 of Book - I, Volume no. 99.

AND WHEREAS AS the said Plot is converted for Non Agricultural use and SANAD is issued by the Office of Deputy Collector and Sub Divisional Officer of Mapusa under no.: _____ dated _____.

AND WHERE AS the vendors herein wish to undertake construction of a residential cum commercial building consisting of 3 floors which includes ground, first and second floor on the said plot.

AND WHERE AS the Said proposed of building shall after its completion be known as _____ and the same is hereinafter called as **SAID BUILDING** for the sake of brevity.

AND WHERE AS the vendors desirous of carrying out development and construction on the Said Plot got plans approved for construction and have obtained necessary licenses and permissions from concerned authorities.

AND WHERE AS the Vendors have obtained Construction License from the Sankhali Municipal Council bearing Construction License No: 16/2019-20 dated 31/10/2019.

AND WHERE AS the Vendors have obtained Technical Clearance Order from Town and Country Planning Department Bicholim bearing no: DC/7250/BICH/TCP-19/3311 dated 09.05.2019.

AND WHERE AS the Vendors have obtained NOC from the Electricity Department bearing no: _____ dated _____.

AND WHERE AS the Vendors have obtained NOC from PWD bearing no: _____ dated _____.

AND WHERE AS the Vendors have obtained NOC from the Health Officer, Sakhalim, Goa bearing no: CHCS/NOC-Const/2019-2020/660 dated 27/05/2019.

AND WHERE AS the construction of the Said Building is fully within the compliances of RERA and is issued permission vide _____

AND WHEREAS the Purchasers approached the Owners with a proposal to finance the construction of **One Flat** in the said building nomenclatured as Flat no: _____ on the _____ Floor having super built up area of _____ and carpet area of _____ square meters which Flat is herein after called as **SAID FLAT** for the sake of brevity and is more particularly described in SCHEDULE - II herein below written and better shown in Plan annexed hereto in RED colour.

AND WHERE AS the Vendors have consented to the request of the Purchaser and has agreed to construct the Said Flat for the Purchaser with finance of purchaser and the Vendors have agreed to convey unto the purchaser the proportionate undivided right in the Said plot attached to the Said Flat which right shall be impartible, undivided and inseparable.

**NOW THIS AGREEMENT FOR CONSTRUCTION-CUM-SALE
WITNESSETH AS FOLLOWS:-**

1. The Purchaser has examined all the relevant documents of title of vendors with respect to the said plot and is satisfied as to the clear and marketable title of the same.

2. The total amount agreed to be financed by the purchaser for constructing the said Flat is Rs. _____/- (Rupees _____ only) which the Purchaser has agreed to pay to the Vendors as under:

PAYMENT SCHEDULE:

A. The purchaser shall pay 15% of agreed amount on the date of execution of this Agreement;

B. The purchaser shall pay 30 % of agreed amount at time of completion of plinth of said building;

C. The purchaser shall pay 30 % of agreed amount at time of completion of RCC Slab of said Flat;

D. The purchaser shall pay 15 % of agreed amount at time of completion of masonry wall and plaster;

E. The purchaser shall pay 5 % of agreed amount at time of fitting of floor tiles, wiring and plumbing;

F. The purchaser shall pay 5 % of agreed amount at time of handing over possession of said Flat;

3. In case if the purchaser fails to pay the installment as mentioned above for a period of month from due date or so demanded by the vendors as per above clause, the purchaser shall be charged interest thereon at the rate of 24% per annum

from the date of default made or occurred till the date of actual payment and further subjected to clause 4 hereunder written.

4. The Vendors shall be at liberty to rescind/cancel/revoke the present agreement without any notice to the purchaser in the event of non-payment of any of the payments for a period of 3 consecutive months from the date of demand made by the Vendors as per payment schedule. And in that case, all the amounts paid to the vendors by Purchaser shall stand forfeited in favour of the vendors without any claim on the part of the Purchaser over the said Flat agreed to be constructed by the vendors for the Purchaser.

5. That the above total consideration mentioned in clause 2 includes the amount of proportionate impartible right attached to the said Flat in the Said Plot for which a separate Deed of Sale will be required to be executed between the Vendors and the Purchaser.

6. The Vendors hereby agree and undertake to construct for the said Purchaser the Said Flat _____ on the _____ Floor of the Said Building Durga Datta Residency in the manner agreed by and between the parties to this agreement and as appearing in the specifications mentioned in the SCHEDULE -III hereto.

In case if the purchaser desires of any change to be made in the said Flat in the specifications the same shall be by written consent of all parties herein and fitting in the rules and regulations of the competent authorities and purchaser solely shall bear any such additional expenses which may arise there from.

7. The Vendors shall complete the construction with in a period of 12 months from the date of execution of this Agreement.

Provided the Vendors shall be entitled to extend the date of handing over possession of said Flat in case if the same is delayed for any or all of the following reasons:

- a. Non availability of cement and or any construction material in market;
- b. Delay in obtaining occupancy certificate;
- c. Any Government curb, notice, re-instructions of civil construction notification, Order, acquisition, Court Order, anything affecting the construction of the Said Building or Said Flat agreed to be constructed;
- d. Non availability of water and/or electricity supply;
- e. War or any act of God;
- f. For any reason/s beyond the control of the Vendors.

8. The Purchaser shall not be entitled to receive any intimation from the Vendors as regards date of payment as mentioned in Clause 2.

9. The Purchaser shall on the date of signing the agreement notify to the Vendors the address where any letters, reminders, notices, documents, papers etc. served at the said notified address or the changed address by registered A. D. or under certificate of posting shall be deemed to have been lawfully served to the Purchaser on the address hereinabove written.

10. Possession of the said Flat shall be delivered to the Purchaser after the Flat is ready for occupation, provided the entire amount due and payable by the Purchaser is paid to the

vendors including infrastructure tax, service tax, vat tax, cess tax, cable of electricity and occupancy charges and upon **executing and registering deed of sale in the Office of Sub Registrar of Bicholim**. The issuance of the occupancy certificate by the Municipality shall be the conclusive proof of completion of the said Flat. The parties shall execute a fresh document of deed of sale at the time of delivery of possession of the said Flat to the Purchaser and this agreement does not confer any right, claim and possession of the said Flat.

11. The Purchaser shall take possession of the said Flat on payment of the aforesaid amounts within 15 days on the owners giving written notice to the Purchaser intimating that the said Flat ready for occupation and on executing and registering separate deed of sale in the Office of Sub Registrar of Bicholim.

12. The Purchaser shall not have any right, title or interest in case on account of increase in the area of F.A.R. The Vendors shall be exclusively entitled to any additional built-up/FAR/FSI in case of any change in existing building or zoning regulation or if any additional FSI/FAR entitlement arises with regards to the Said Plot.

13. The Vendors Advocate shall prepare Agreement and Sale deed and other documents to be executed in pursuance of this agreement and the purchaser shall bear all the costs, charges, expenses including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of sale or for the formation of the Ownership Association/Society.

14. The Purchaser shall not be entitled to raise any loan on the said Flat and shall not be entitled to offer said Flat as security for repayment of any loan without consent of the Vendors in writing.

15. In case of escalation of cost of construction on account of rise in prices of cement, steel or other building material by more than 5%, the cost of said Flat shall be subject to upward revision proportionately and the same shall be so payable by the Purchaser. The current prices of main building materials approximately are as under:

Steel - Rs. 60,000/- per tone;

Cement - Rs.400/- per 50 kg. bag;

Vitrified tiles - Rs. 600/- per square meter.

16. In case of recession/terminating/revocation or cancellation of this agreement by the Vendors on account of non performance of any of the terms and conditions by the Purchaser, the Purchaser shall forfeit the amount paid by them to the vendors, and the Vendors shall be at liberty to allot and dispose off the said Flat to any other person as the Vendors deems fit, for such consideration as the Vendors without any claim by the Purchaser.

17. The Vendors shall by notice in writing either by registered AD or hand delivery intimate the completion of the said flat to the purchaser and within a period of One month the purchaser shall take possession of said Flat after executing and registering a Deed of Sale.

18. The Vendors shall have a first lien and charge on the said Flat agreed to be acquired by the Purchaser in respect of any

amount payable by the Purchaser to the Vendors under the terms and conditions of this Agreement.

19. Any expenditure to be incurred on account of any taxes such as infrastructure tax, transfer fees, issue of NOC for Electricity and Water supply, cost of installation of electric transformer etc, levied or to be levied by the Government department/body/authority or local body shall be borne by the purchaser.

20. The purchaser shall in no circumstances be entitled to raise any claim or complaint over the quality of construction or any defects therein against the Vendors after taking over the possession of the said Flat.

21. The Vendors shall not be liable for any minor defects such as cracks in plaster, paint, fixation of grills/windows/ doors/tiles etc if appearing at the time of taking of possession by the purchaser.

22. The parties to this agreement covenants that legal and effective possession of the said Flat shall be handed over to the Purchaser only after the following:

- a. all payments specified in clause 2 are paid;
- b. all payments towards extra items or substituted items are fully made;
- c. architect/civil engineer of the vendors certifies that the said Flat is ready for delivery;

23. The purchaser shall have to join any entity or association which may be formed by the Purchaser of the Flat of the said building and the purchaser shall have to pay the respective

proportionate share towards its fund, share capital, expenses for constitution and registration, maintenance and repairs of common amenities, membership fees and any other charges.

24. The purchaser shall deposit with the Vendors, before taking of possession of the said Flat agreed to be constructed and sold herein, a sum of Rs. 400/- per super built up area of said Flat to cover the expenses referred to in clause 23 hereinabove mentioned.

25. The purchaser shall not be entitled to withhold any payments to be made to Vendors on any grounds after the due date of payment as per payment schedule at Clause 2.

26. Till the formation of society or association or body, it shall be individual responsibility of the respective Purchaser to pay the maintainance charges of the said building and for providing common amenities like lighting on the staircase, common spaces, expenses towards electric pumps, water and electricity charges, house tax levied by Sankhali Municipal Council and or any other taxes, fees, levies from the date of delivery of possession of said Flat.

27. The Purchaser hereby declares that upon delivery of possession of said Flat hereby agreed to be constructed, the purchaser shall not make any alterations, additions or any structural changes in the said Flat or in any way raise any extension or projection to the said Flat.

28. It is hereby agreed by and between the parties to this agreement that this agreement does not create any transfer or

any actionable right in favour of the Purchaser in respect of the said Flat or the said plot.

29. In case any dispute arises prior to handing over of the possession of the said Flat between the vendors and purchaser, that the Vendor shall be entitle to withhold the delivery of possession thereof till the dispute is finally settled by any Court of competent jurisdiction without any liability for having withheld such delivery of possession and the Arbitrator is to be appointed by consent of both the parties.

30. The Vendors shall be solely, irrespective of the foregoing clauses, entitled to allot and or transfer the rights to use parking spaces or parts of the construction in the said building space under the building or staircase or terrace to such purchaser of their choice on such express terms and conditions which they may think proper and fit and in such case no any other purchaser shall interfere or claim any right or interest in such allotment or transfer made by the Vendors.

31. The Purchaser shall maintain the front, side and rear elevation of the said Flat and said building in the same form as the Vendors have constructed and shall not alter the same without the prior written consent of the Vendors and or the Association or body, as the case maybe. The respective owners/Purchaser also agree that they shall not create any gardens by planting trees/plants or by erecting temporary/permanent fencing of whatever nature either in front or behind or by the side of the Flat or said building.

32. If any levy taxes is/are charged or levied or sought to be recovered Municipality/the Government or any other authority in

respect of the said building and/or the said Flat, the same shall be borne and paid by the purchase. The purchaser shall also contribute amount towards the maintenance charges of the common amenities and pay the same to the Vendors, till society/ownership association of the occupants is formed. All the recreation/common amenities provided for the entire project or the building shall be deemed to have been for the benefit of the purchaser and also consented by the purchaser and the purchaser shall pay all the amounts payable on account of such amenities periodically proportionately.

33. Nothing contained in this Agreement shall be construed as demise or assignment or conveyance in law of the said plot or any part thereof.

34. In case vendors and/or the entity are of the opinion that the amount fixed will not be sufficient for proper maintainance of the said building than the vendors and/or the entity are hereby authorized to increase the said amount and the Purchaser shall pay the said amount within 15 days from the date of such intimation of increase in amount.

35. The Purchaser hereby give their express consent to the vendors to raise loans against said building and the said plot and to mortgage the same with any bank or financial institution.

36. The Purchaser shall not let, sublet, sell, transfer, assign or part with her interest under or benefit of this agreement or part with possession of the Flat until all the dues payable by her to the Vendors under this agreement are fully paid up and that too only if the Purchaser has/have not been guilty of breach or non-observance of any of the term and/or conditions of this

agreement and until they obtain the previous consent in writing of the Vendors.

37. The Vendors shall have a first lien and charge on the said Flat agreed to be acquired by the Purchaser in respect of any amount payable by the Purchaser to the Vendors under the terms and conditions of this Agreement.

38. The deposit/charges/cost that may be demanded by or paid to the Electricity department and water department for the purpose of giving electric meter and installation of transformer and water connection meter to the said Flat shall be payable by the purchaser. The purchaser shall also be liable to pay the charges towards consumption electricity from the temporary connection as may be levied till the electricity meter is installed.

39. The parties hereby declare that the property in transaction does not belong to the Schedule Caste and Schedule Tribes' pursuant to notification No. RD/LND/LRC/318/77 dated 21st August, 1978.

40. The possession of the said Flat is not delivered to the Purchaser by this agreement and the same shall be delivered on the execution and registration of a Deed of Sale with respect to said Flat and proportionate right to the land attached to the said Flat in Said Plot.

41. The said flat is agreed to be constructed for a total sale consideration of Rs.30,05,600/- being so the present Agreement is drawn on a Stamp value of Rs.87,200/- which is 2.9% of the agreed consideration.

SCHEDULE - I

ALL THAT PLOT OF LAND admeasuring 1000 square meters of the property named "GHONGE VHALA KADIL" or "GHONGEVALACODIL", surveyed under survey No. 42/1-N of Village Maulinguem South, within the limits of Sankhali Municipal Council, Taluka and Registration Sub District of Bicholim, district North Goa, State of Goa, as a whole is described in Land Registration Office Under No. 15392 and enrolled in the Taluka Revenue Office for Matriz Predial under no.266, and the same is bounded as under:

North	: by internal road;
South	: by part of larger property surveyed under no: 42/1;
East	: by part of larger property surveyed under no: 42/1;
West	: by Government property having Multipurpose hall.

SCHEDULE-II

ALL THAT SAID FLAT being a Residential Flat nomenclatured as _____, having Super Built up area of _____ square meters and carpet area of _____, situated on the _____ Floor in the Building "Durga Datta Residency" built on the Said Plot described in Schedule I herein above written.

Said Flat is shown in plan annexed hereto in RED colour outline.

SCHEDULE - III

BUILDING SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES:-

1. STRUCTURE: The building will have R.C.C structure with thick laterite stones or block or concrete block walls externally and single brick wall with RCC band at lintel level for partition. All plinth work will be in laterite masonry stone.

2. PLASTER:- The walls will be finished single coat cement plaster internally with neeru finish and with 2 coats of cement plaster externally.

3. FLOORING:- Flooring will be of Ceramic Tiles.

4. KITCHEN:- Kitchen will be provided with cooking platform in granite with stainless steel sink.

5. TOILET:- There will be 2 units consisting of Bathroom with European WC out of which one shall be attached to 1 bedroom and other shall be independent.

6. DOOR AND WINDOWS:- The main door shall be of Teakwood and other doors shall be of matti/sal wood or equivalent material.

Windows and ventilators shall be of 2/4 series aluminium powder coated with M.S. Grills at extra cost of the Purchaser.

7. ELECTRICAL INSTALLATIONS:- All wirings shall be in pvc inserted copper wires and bedrooms will have 2 light points, 1 fan point and plug point of 15 amps and bathroom will have 1 light point and exhaust fan provision, 1 AC point, 1 plug point of

15 Amps, living room will have 2 light points, 1 fan point, 1 plug point of 5 amps, 1 plug of 15 amps and 1 bell point, kitchen room will have 1 light point, one 15 amps plug.

8. PLUMBING AND DRAINING:- Plumbing shall be in GI or PVC pipeline for water supply. The drainage shall be through PVC rigid pipes. Bathroom fitting shall be of standard quality. Provision for water outlet for washing machine will be provided.

9. COLOUR: The internal walls shall be painted with coloured oil bound distemper paint and ceiling with white wash. External walls shall be painted in cement paint. All doors will be painted with oil paints and entrance door shall be varnished.

10. ROOFING: Roofing shall be slab with water proofing treatment.

11. GENERAL:

a. If the Purchaser wants any other extra amenities other than the ones specified hereinabove like superior flooring, or any other fixtures, the extra cost would be borne by the Purchaser.

b. Each owner shall obtain the electric connection for his Flat from Elect. Dept. The Vendors shall only provide the Purchaser with required electric test report to the effect that the works are executed as per Government regulations, which is sufficient for obtaining electrical connection.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED, SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE MENTIONED.

SIGNED AND DELIVERED BY SHRI. SHANKARRAO APPASAHEB DESAI, ATTORNEY OF THE VENDOR NO: 1 AND 2 VIDE POWER OF ATTORNEY EXECUTED ON _____.

L.H.F.P.

R.H.F.P.

SIGNED AND DELIVERED _____:

- THE INTENDING PURCHASER

L.H.F.P.

R.H.F.P.

Witnesses:

1.

2.