

DRAFT

AGREEMENT FOR CONSTRUCTION cum SALE

THIS AGREEMENT FOR CONSTRUCTION CUM SALE is made at Bicholim, on this ____ day of _____, 2021;

B E T W E E N

(1) Shri **VALLABH SHIVRAM SALKAR alias VALLABH SHIVRAM SINAI SALKAR**, son of late Shivram Manguesh Sinai Salkar, age 62 years, married, Businessman, Indian National, holding PAN No. ____ & Aadhar No. _____, and his wife; (2) Mrs. **VRINDA VALLABH SALKAR alias VRINDA V. SINAI SALKAR**, wife of Shri Vallabh Shivram Salkar, daughter of Esvonta Hiru Naique Bandothkar, aged 60 years, married, housewife, Indian National, holding PAN No. ____ & Aadhar No. _____; both residing at Flat No. FL-13, H. No. 2910, "AHILYA", Sastiwada, Bordem, Bicholim, Goa, Mob. No. 9822123104, hereinafter referred to as "**THE INTENDING VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their legal representatives, heirs, executors, administrators and assigns) of the **ONE PART**;

A N D

M/s. SALKAR CONSTRUCTIONS, a proprietary concern, having its office at Sastiwada, Bordem, Bicholim, Goa, represented by its proprietor Shri **VALLABH SHIVRAM SALKAR alias VALLABH SHIVRAM SINAI SALKAR**, son of late Shivram Manguesh Sinai Salkar, age 62 years, married, Businessman, Indian National, holding PAN No. ____ & Aadhar No. _____, residing at Flat No. FL-13, H. No. 2910, "AHILYA", Sastiwada, Bordem, Bicholim, Goa, Mob. No. 9822123104, hereinafter referred to as "**THE BUILDERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its legal

representatives, successors, executors, administrators and assigns) of the **SECOND PART**;

A N D

Shri _____, son of Shri _____, aged ___ years, unmarried/married, business/service, Indian National, resident of House No. _____, _____, Mob. No. _____, hereinafter called "**THE INTENDING PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS the Intending Vendor No. 1 is representing herein for Self and as duly constituted power of attorney for the Intending Vendor No. 2 by virtue of General Power of Attorney dated 17th day of March, 2016, executed before the Notary Public Shri S. A. Parab, Bicholim, under Reg. No. 4577/16 dated 17th March, 2016. The true copy of the said Power of Attorney is produced with this Deed in the Office of Sub-Registrar of Bicholim.

WHEREAS there exists a property known as "MOIDECARACHE MERECHER GORBATULEM MARGAVORIL" commonly known as "MAIDKARACHE MERECHER GHAR BHATLE", situated in Village Mulgao, within the limits of Village Panchayat of Mulgao, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, surveyed under recent Survey No. 267/1 of Village Mulgao, Taluka Bicholim, and for the sake of brevity, the same is hereinafter referred to as "**THE SAID PROPERTY**".

AND WHEREAS the said property belonged to Smt. Radhabai Balkrishna Joshi and the same was earlier surveyed under Survey No. 267/0 of Village Mulgao, Taluka Bicholim,

AND WHEREAS by Virtue of Conveyance dated 15th day of July, 1971, registered in the Office of Sub-Registrar of Bicholim under No. 1776 at pages 35 to 40 of Book No. I, Vol. No. 21 dated 21.7.1971, said Smt. Radhabai Balkrishna Joshi sold the said property to Shri Shivram Manguesh Sinai Salkar and Shri Mahadev Manguesh Sinai Salkar.

AND WHEREAS the wife of said Shri Shivram Manguesh Sinai Salkar, namely Smt. Nirabay Shivram Sinai Salkar expired leaving being said Shri Shivram Manguesh Sinai Salkar as his widower/moiety holder and Smt. Surekha Shivram Sinai Salkar, Shri Vallabh Shivaram Sinai Salkar and Shri Shekhar Shivaram Sinai Salkar as her sole legal heirs.

AND WHEREAS after the death of said Smt. Nirabay Shivram Sinai Salkar, her daughter Smt. Surekha Shivram Sinai Salkar, repudiated and renounced her right/share in the said property inherited by her through her deceased mother late Nirabay Shivram Sinai Salkar, in terms of Article 2034 of Portuguese Civil Code and approved by the decision of the Hon'ble Civil Judge, Senior Division, Bicholim by an Order dated 5th day of May, 1981 in the Miscellaneous application registered under No. 31/1981 and subsequently on the death of Smt. Nirabay Shivram Sinai Salkar a Deed of Declaration of Succession dated 5th day of August, 1982 recorded in the Office of Notary Ex-Officio of Bicholim at page No. 37v of Book 291 of the year, 1982.

AND WHEREAS said Shri Shivram Manguesh Sinai Salkar along with Shri Vallabh Shivaram Sinai Salkar and his wife Mrs. Vrinda Vallabh Sinai Salkar (the Vendors herein) and Shri Shekhar Shivaram Sinai Salkar (bachelor) on one side and said

Shri Mahadev Manguesh Sinai Salkar and his wife Smt. Sunderabai Mahadev Sinai Salkar on the other side, partitioned the said property "MOIDECARACHE MERECHER GORBATULEM MARGAVORIL" commonly known as "MAIDEKARACHE MERECHER GHAR BHATLE", by metes and bound in equal shares, by virtue of a Deed of Partition dated 11th day of January, 1987 registered in the Office of Sub-Registrar of Bicholim under No. 44 of Book No. I, Volume No. 4 dated 6th March, 1987 and the error in respect of area occurred in the said Deed of Partition has been rectified by virtue of a Deed of Rectification of Partition dated 14th day of August, 2002, registered in the Office of Sub-Registrar of Bicholim under Registration No. 686 of Book No. I, Vol. No. 287 dated 20.8.02.

AND WHEREAS by virtue of said Deed of Partition dated 11th January, 1987 and said Deed of Rectification of Partition dated 14th day of August, 2002, the half portion of the said property denominated as Portion "B", admeasuring an area of 17,569 square metres, came to be allotted to said Shri Shivram Manguesh Sinai Salkar, Shri Vallabh Shivaram Sinai Salkar with his wife Mrs. Vrinda Vallabh Sinai Salkar and Shri Shekhar Shivaram Sinai Salkar to own, possess and enjoy the same as separate and distinct portion.

AND WHEREAS by virtue of an Agreement for the Development of Property dated 20th day of September, 2001, registered in the Office of Sub-Registrar of Bicholim under No. 80 of Book No. I, Volume No. 257 dated 26th September, 2001, said Shri Mahadev Manguesh Sinai Salkar and his wife and said Shri Shivram Manguesh Sinai Salkar along with Shri Vallabh Shivaram Sinai Salkar with his wife Mrs. Vrinda Vallabh Sinai Salkar and Shri Shekhar Shivaram Sinai Salkar, decided to develop the said property which was then bearing Survey No. 267/0 of Village Mulgao, Taluka Bicholim, into smaller plots by converting the same for residential purposes, excluding an area of 3250 square metres which was gifted to Shri Sunil Mahadev Salkar by said Shri Mahadev Manguesh Sinai Salkar and his wife from the portion "A" allotted to them by above said Deed of Partition.

AND WHEREAS the Intending Vendors along with the said owners by obtaining the necessary permission/NOC and approval of sub-division plan from the all the concerned authorities and the Conversion Sanad bearing No. 6-33-2001/CNV dated 07th day of February, 2002 issued by Dy. Collector & S.D.O., Bicholim developed and sub-divided the said property into number of smaller plots and upon completion of sub-division, the Town & Country Planning Dept., Bicholim issued Final NOC No. DC/2569/BICH/TCP/02/292 dated 20th June, 2002 and the Village Panchayat of Mulgao issued Final NOC No. VPM/FINAL/APPROVAL/ 2002-03/176/2002 dated 16th July, 2002.

AND WHEREAS said Shri Shivram Mangesh Sinai Salkar expired leaving behind Smt. Radha Shrikant Poi Fondekar alias Surekha Shivaram Salkar married to Shri Shrikant Poi Fondekar, Shri Vallabh Shivaram Sinai Salkar married to Mrs. Vrinda Vallabh Sinai Salkar (Vendors herein) and Shri Shekhar Shivaram Sinai Salkar married to Mrs. Medha Shekhar Sinai Salkar as his sole legal heirs and accordingly a Deed of Succession and Relinquishment of Rights dated 4th day of September, 2009 has been recorded in the Office of Notary Ex-Officio, Bicholim, at pages 92V to 95 of Book No. 310 and by virtue of said Deed of Succession and Relinquishment of Rights dated 4th day of September, 2009, said Smt. Radha Shrikant Poi Fondekar alias Surekha Shivaram Salkar along with her husband Shri Shrikant Poi Fondekar have relinquished/renounced all their right, shares and title to the estate left behind by late Shri Shivaram Mangesh Sinai Salkar and late Smt. Nirabai Shivaram Salkar.

AND WHEREAS by virtue of said Deed of Succession and Relinquishment of Rights dated 4th day of September, 2009, the Intending Vendors herein along with Shri Shekhar Shivaram Sinai Salkar and his wife Mrs. Medha Shekhar Sinai Salkar have become the absolute owners of the plots of the said developed Portion "B" of the said

property and they have sold the plots of the said developed Portion "B" to different persons whose names are recorded in the occupant column of said property which is now changed to Survey No. 267/1 of Village Mulgao, Taluka Bicholim by concerned Revenue Authority.

AND WHEREAS by a Deed of Partition & Family Settlement dated 12th day of June, 2015, registered in the Office of Sub-Registrar of Bicholim under No. 608/2015 at pages 01 to 40 of Book No. I, Volume No. 1250 dated 15th June, 2015, the Plots bearing Plot Nos. 58, 59, 64 & 65, admeasuring total area of 1111.09 square metres, of the said property known as "MOIDECARACHE MERECEM GORBATULEM MARGAVORIL", which was surveyed under Survey No. 267/0 of Village Mulgao and now changed to Survey No. 267/1 of Village Mulgao, Taluka Bicholim, are owned by the Intending Vendors and accordingly the names of the Intending Vendors are recorded in the occupant column of Form I & XIV of said survey No. 267/1 of Village Mulgao, Taluka Bicholim.

AND WHEREAS the Intending Vendors through the builders herein decided to construct the residential villas with a common wall in-between, in a row in the said plots nos. 58, 59, 64 & 65, admeasuring total area of 1111.09 square metres, bearing Survey No. 267/1 of Village Mulgao, Taluka Bicholim (hereinafter referred to as 'THE SAID PLOTS') and accordingly the Builder with the consent of the INTENDING VENDORS prepared a scheme of constructing residential villas in the said plots.

AND WHEREAS the BUILDERS with the consent of the INTENDING VENDORS drawn the plan for construction of residential villas in the said plots and got approved the same from all the concerned authorities and upon approval of construction plan, the Health Officer, Community Health Centre, Bicholim issued NOC bearing No. CHCB/NOC/Const./2020-21/1158 dated 29.07.2020, the Asst. Engineer, Department of Electricity, Bicholim issued NOC bearing No. AE/V-I(U)/TECH-33/2020-2021/642

dated 04.08.2020 and the Town & Country Planning Department, Bicholim issued Technical Clearance Order bearing No. DC/7645/ BICH/TCP-20/834 dated 22.07.2020 and upon the approval of the construction plan of proposed Residential Villas and on obtaining NOC's from all the concerned authorities, the Village Panchayat of Mulgao has issued the Construction Licence bearing No. VP/MULGAO/F-CONST.LICENCE/2020-21/1899 dated 09.10.2020.

AND WHEREAS the said project of residential villas to be constructed in the said plots is named as "SHIVNEERA VILLA'S" and the said project is registered with the Goa Real Estate Regulatory Authority under Section 5 of the Real Estate Regulatory Act, 2016 under No. _____.

AND WHEREAS the INTENDING PURCHASER has approached the INTENDING VENDORS/BUILDERS to purchase a residential villa to be constructed by INTENDING VENDORS/BUILDERS together with the land attached thereto and accordingly the INTENDING VENDORS/BUILDERS agreed to construct and sell a Residential villa bearing No. _____, having carpet area of ____ sq. mtrs. and built up area of _____ sq.mtrs., more particularly described in the Schedule-II written herein under, to be constructed in the part of the said plots of the said property bearing Survey No. 267/1 of Village Mulgao, Taluka Bicholim described in the Schedule-I written herein under and as per the specification given in Schedule-IV written herein under, together with the undivided share in the said plots more particularly described in the Schedule-I written herein under equivalent to an area of ____ sq. mtrs. of land of the said plots appurtenant to the said Residential Villa, on following terms and conditions.

**NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE
WITNESSETH AS UNDER:**

1. The INTENDING VENDORS/BUILDERS shall construct a Residential Villa bearing No. _____, having a carpet area of ____ sq. mtrs. and built-up area of _____ sq.mtrs. more particularly described in Schedule-II appearing herein below (hereinafter referred to as "SAID RESIDENTIAL VILLA) in the part of the said plots comprising original plot nos. 42, 43, 44, 45, 46 & 47 of the said property known as "CAZREACHI MOLLI" commonly known as "PATACHI MOLLI", bearing recent Survey No. 267/1 of Village Mulgao, described in Schedule-I appearing herein below and as per the specifications given in Schedule-IV written herein under, and sell the same along with the undivided share in the said plots more particularly described in the Schedule-I written herein under equivalent to an area of ____ sq. mtrs. of land of the said plots appurtenant to the said Residential Villa, to the INTENDING PURCHASER upon the payment of total cost mentioned herein below, by the INTENDING PURCHASER to the INTENDING VENDORS/BUILDERS.

2. The INTENDING PURCHASER shall be liable to pay to the INTENDING VENDORS/BUILDERS the sum of Rs. _____/- (Rupees _____ only) being the total sale consideration towards the construction and sale of the said Residential Villa together with undivided share in the said plots to be sold by the INTENDING VENDORS/BUILDERS in favour of INTENDING PURCHASER and the INTENDING PURCHASER shall pay the said amount to the INTENDING VENDORS/BUILDERS in following manner:

a) Rs. _____/- (Rupees _____ only) at the time of booking of said residential villa which is paid by the Intending Purchasers to the Intending Vendors/Builders by _____. The payment and receipt whereof the Intending Vendors/Builders do hereby admit and acknowledge.

b) Rs. _____/- (Rupees _____ only) on or before completion of plinth level.

c) Rs. _____/- (Rupees _____ only) on or before completion of masonry walls.

- d) Rs. _____/- (Rupees _____ only) on or before completion of columns & beams.
- e) Rs. _____/- (Rupees _____ only) on or before casting of slab.
- f) Rs. _____/- (Rupees _____ only) on or before completion of plastering work.
- g) Rs. _____/- (Rupees _____ only) on or before completion of internal finishing work of said Villa.
- h) Balance Rs. _____/- (Rupees _____ only) at the time of handing over of possession.

Service Tax/GST shall be extra as applicable.

The possession of the said Residential Villa is not handed over to the Intending Purchasers and the same will be handed over to the Intending Purchaser on execution and registration of sale deed in respect of said Residential Villa and land attached thereto in favour of the Intending Purchaser in the Office of Sub-Registrar of Bicholim.

3. If the INTENDING PURCHASER is non-resident Indians holding Indian Passport, then the payment must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR account.

4. That the INTENDING VENDORS/BUILDERS shall construct the said Residential Villa more particularly described in the Schedule-II written herein below, as per the specifications given in the Schedule-IV written herein below

5. That upon completion of the construction of said Residential Villa and upon obtaining the occupancy certificate from the concerned authority, the INTENDING VENDORS/BUILDERS shall intimate to the INTENDING PURCHASER regard to the same and upon the payment of total amount hereinabove fixed, and such other additional amounts/taxes/expenses, due and payable by the INTENDING PURCHASER to the INTENDING VENDORS/BUILDERS, the INTENDING VENDORS/BUILDERS shall handover the possession of the said Residential Villa in favour of the INTENDING PURCHASER and the INTENDING VENDORS/BUILDERS shall execute the Deed of Sale in favour of the INTENDING PURCHASER in respect of the said Residential Villa along with undivided share in the said plots mentioned herein above.

6. The parties do hereby agree that the time for the payment of the instalments fixed as mentioned hereinabove, is the essence of contract. The Intending Purchaser shall pay the instalments as mentioned in clause no. 2 hereinabove, within 30 days from the date the same becomes due and incase the Intending Purchaser fails to pay the instalments within said period of 30 days, then the Intending Vendors/Builders shall have absolute discretion to grant 30 more days to pay the instalment in default with interest thereon at the rate of 12% per annum from the date of the default made/occurred till the date of actual payment and in case the Intending Purchaser fails to pay the instalment within extended time of 30 days, then the present agreement shall be automatically cancelled/terminated for all the legal purposes and consequences and in that case, the amount of 10% of the total sale consideration shall be forfeited in favour of Intending Vendors/Builder and upon deducting the said amount of 10% of total sale consideration from the amount so received from the Intending Purchaser, the Intending Vendors/Builder shall refund the balance amount to the Intending Purchaser upon executing necessary document to that effect and the INTENDING VENDORS/Builder shall be free and open to sell the said Residential Villa along with the land attached thereto, to any other person or persons of their choice and the INTENDING PURCHASER shall have no grievances of whatsoever in respect of the same.

7. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this agreement and shall not in any way, change or alter the further payment of instalments hereby prescribed. AND acceptance of such delayed payment of instalment shall be at sole discretion of the Intending Vendors/Builders AND on non acceptance of the same, the Intending Purchaser shall have no grievances.

8. SUBJECT to the conditions of payment of instalments fixed herein, the INTENDING VENDORS/BUILDERS shall complete the construction of the said Residential Villa in all respect and as per the specifications given in Schedule-IV written herein under and tender the possession thereof to the INTENDING PURCHASER on or before the expiry of 18 calendar months from the date of this agreement.

9. IN CASE the INTENDING VENDORS/BUILDER fails to deliver the possession of the said Residential Villa except for the reasons stipulated in Clause 12 below, the INTENDING PURCHASER shall be entitled to refund of all the money paid by him to the INTENDING VENDORS/BUILDER with simple interest at the rate of 12% p. a.

10. However, in case of delay in making payment of instalments by the INTENDING PURCHASER, the INTENDING VENDORS/BUILDER shall issue a notice in writing in that behalf on or after the expiry of 15th day from the date on which such delayed instalments had fallen due. If such delay continues for further period of 10(ten) days after receipt, refusal or disclaimer of the notice as above, then this agreement shall be deemed to have rescinded/terminated for default AND no notice of termination will be required, and in such case the INTENDING PURCHASER is entitled for refund of amount so far paid to the INTENDING VENDORS/BUILDER without interest thereon upon deduction of 10% of the total sale consideration by the INTENDING VENDORS/BUILDERS as damages that would be caused to the INTENDING VENDORS/BUILDERS.

11. Any intimation, by way of notices or other-wise, to be given to the INTENDING PURCHASER by the INTENDING VENDORS/BUILDER, shall be deemed to be served

on the INTENDING PURCHASER, if the same is sent through post at the below mentioned name and address :

Shri _____,
r/o. _____,
_____,
_____;

12. The INTENDING VENDORS/BUILDERS shall not incur any liability if they are unable to complete the construction and/or deliver possession of the said premises within the period stipulated in clause no. 9, if the completion of the Scheme is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion, lockdown/curfew or any act of God, or as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or on account of any Court order or for any other reason or unforeseen circumstances, beyond the control of the INTENDING VENDORS/BUILDER. In any of the aforesaid events the INTENDING VENDORS/BUILDER shall be entitled to reasonable extension of time for completion and delivery of possession of the said Residential Villa as may be certified by the Architect of the INTENDING VENDORS/BUILDERS or agreed mutually between the parties hereto.

13. That the necessary amounts and security deposits towards the Electricity Connection and Water Connection to the said Residential Villa, shall be paid by the INTENDING PURCHASER.

14. Any expenditure to be incurred on account of any taxes levied or to be levied by the Government/Quasi-Government/any competent authority including infrastructure tax, GST/Service Tax and house tax or any other tax levied by the Central/State Government before the execution of Sale Deed in favour of the Intending Purchaser in respect of the said Residential Villa, shall be exclusively borne by the INTENDING PURCHASER.

15. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the building, or time fixed for the payment of instalments, shall be finally settled by a certificate of such stage or final completion certificate by a qualified Architect or RCC Consultant and such certificate shall be binding on both the parties.

16. If the INTENDING PURCHASER desires to make any changes in the specification or lay out, the INTENDING VENDORS/BUILDER may at their sole discretion, carry out such changes provided that additional cost of such changes if paid by the INTENDING PURCHASER as per the market rate or as per the rate mutually agreed between the parties in writing. The market rate will be such as will be certified by such Architect or RCC Consultant. The INTENDING PURCHASER shall have to pay the additional cost of such changes/additions before the relative item of work is taken up for execution.

However, the INTENDING PURCHASER is required to intimate in writing such changes in the specifications and layout, to the INTENDING VENDORS/BUILDER, on or before the expiry of 30 days from the date of execution of this agreement.

17. Nothing contained in this Agreement shall be construed as demands or assignment or conveyance or encumbrance on the said land or any portions thereof. Such demands or assignments or conveyance shall be only effected by way of transfer of the said Residential Villa to be done or caused to be done by the INTENDING VENDORS/BUILDER.

18. It shall be the obligation of the INTENDING PURCHASER to inspect or to get inspected from his authorised representative, the construction of the said Residential Villa described in the Schedule-II, so that objections, if any, regarding defect in such construction or execution of such items of construction shall be raised by the INTENDING PURCHASER or his authorised representative in writing, while such work

is in progress or within one week from date of execution of such items. If no such objections are given within such period, then it shall be deemed that execution of such items has been done with the full consent and concurrence of the INTENDING PURCHASER. Any cracks in the plaster or dampness in the external walls shall not be considered as defective work unless otherwise opined by the Architect of the INTENDING VENDORS/BUILDERS.

19. In case any changes are necessary in the plans of construction of the said Residential Villa or other premises proposed to be constructed under the agreement as per the direction or requirement of the Architect of the INTENDING VENDORS/BUILDER and/or Village Panchayat of Mulgao and/or any other local authority or body, the INTENDING VENDORS/BUILDERS shall be free to make such changes. However, in case on account of such changes, the built-up area and/or the carpet area of the agreed construction is increased or reduced, then the INTENDING PURCHASER shall be liable to pay the additional price or be entitled for reduction in the agreed price proportionately, as the case may be.

20. That it shall be the obligation/ responsibility of the Intending Purchaser, not to cause any nuisance/damages to the common wall existing in-between the said Residential Villa and the adjacent Residential Villa and in case of any claim if raised by the owner of the adjacent Residential Villa in respect of damages caused to the common wall through or by any person on part of the Intending Purchaser, then the Intending Purchaser shall be solely responsible/answerable to such claim and the Intending vendors/Builder shall not in any way responsible to the same.

21. The INTENDING VENDORS/BUILDER shall intimate to the INTENDING PURCHASER in writing either by Registered Post A/D or hand delivery, regard to the completion of the construction works of the said Residential Villa and within a period of eight days from the date of receipt of such notice, the INTENDING PURCHASER shall take the delivery of such Residential Villa; failing which the INTENDING PURCHASER shall be deemed to have taken possession and delivery thereof.

22. The INTENDING PURCHASER shall have no right to transfer/assign or sell his rights and interests created by virtue of this agreement unless the same is duly consented by the INTENDING VENDORS/BUILDER.

23. That the right of the Intending Purchaser shall be restricted to the said residential villa and the land appurtenant thereto more particularly shown in red colour boundary line in the plan annexed hereto and the Intending Vendors/Builders have the absolute authority to make or give any grants, licenses or other rights in respect of use of any residential villas/premises or part thereof in favour of any person(s), except the said residential villa and the land appurtenant thereto, on such terms and conditions as may be deemed proper by the Intending Vendors and likewise the Intending Vendors are entitled to carry out the remaining construction work, if any, in the remaining portion of the said plots and the Intending Purchaser shall not have or raise any objection(s) thereto at any time on any grounds or in enforcement of the undivided right(s) and share(s) in the said plots.

24. All the expenses arising out of or incidental to the execution of this agreement or the final Deed of Sale, whether by way of payment of stamp duty, registration fees, drafting fees, legal charges, etc. shall be borne exclusively by the INTENDING PURCHASER.

25. All the Documents to be executed between the INTENDING PURCHASER and the INTENDING VENDORS/BUILDER shall be prepared by the Advocate of the INTENDING VENDORS/BUILDER at the expense of the INTENDING PURCHASER.

26. The INTENDING PURCHASER does hereby agree and declare that he has inspected all the title documents in respect of said plots and the INTENDING PURCHASER is fully satisfied about the title of the INTENDING VENDORS/BUILDERS to the said plots being free of all encumbrances and is further

satisfied of the authority of the INTENDING VENDORS/BUILDER to execute this agreement.

27. IN CASE of recession, termination, cancellation and revocation of this agreement by the INTENDING VENDORS/BUILDER for the reasons stipulated herein above and/or for non-performance of any of the obligations and/or terms and conditions which the INTENDING PURCHASER is bound to perform under this Agreement, the INTENDING PURCHASER shall forfeit all the amount paid by him to the INTENDING VENDORS/BUILDER, and in that event the INTENDING VENDORS/BUILDER shall be at liberty to sell the said Residential Villa together with the land attached thereto, to any other customer of their choice without any claim of whatsoever nature from the INTENDING PURCHASER.

28. Upon the delivery of possession of the said Residential Villa by the INTENDING VENDORS/BUILDER to the INTENDING PURCHASER, any fees, house tax payable after such date shall be paid by the INTENDING PURCHASER solely.

29. The parties to this agreement covenant that legal and effective possession of the said Residential Villa shall be handed over to the INTENDING PURCHASER only after the following:

- a) All the payments specified in clause 2 are made fully;
- b) All payments made in full for extra items/works or towards difference of substituted items, if any;
- c) Architect of the INTENDING VENDORS/BUILDER certify that the respective Residential Villa or other premises is ready for delivery;

30. In the event the INTENDING VENDORS/BUILDER become liable to pay to the Government or any local body/authority any taxes, rates, fees, etc., under the provisions of any statute and/or statutory Rules and Regulations in respect of the construction

proposed to be done in the part of the said plots, more particularly described in SCHEDULE-I hereinunder then the INTENDING VENDORS/BUILDER shall be entitled to recover from the INTENDING PURCHASER and the INTENDING PURCHASER shall pay to the INTENDING VENDORS/BUILDER such taxes, fees, rates, etc., within a period of 10 days from the date of registered posting or hand delivery of a notice raising such demand by the INTENDING VENDORS/BUILDER to the INTENDING PURCHASER at his given address.

31. 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 INTENDING PURCHASER in respect of the said Residential Villa agreed to be constructed or in respect of the said part of the said plots, described in the SCHEDULE-I hereto. However, it is hereby agreed that in case the INTENDING PURCHASER complies with his obligation under the Agreement punctually and/or when any defaults committed by him are regularised then the said Residential Villa hereby agreed to be constructed, on its completion shall be bound and liable to be transferred/caused to be transferred by the INTENDING VENDORS/BUILDER UNTO the INTENDING PURCHASER.

32. That in case the INTENDING PURCHASER demands/express his desire to cancel/terminate the present agreement at any time with a request to refund the money paid by the INTENDING PURCHASER to the INTENDING VENDORS, in that case, the INTENDING PURCHASER shall become liable to pay to the INTENDING VENDORS/BUILDERS an amount equal to 10% of the total consideration as cancellation charges/compensation and upon adjusting the said cancellation charges/compensation, the INTENDING VENDORS shall refund the balance amount so received by the INTENDING VENDORS, to the INTENDING PURCHASER by executing the necessary document for cancellation.

33. Any dispute arising between parties hereto and settlement of which is not otherwise provided in this agreement, shall be settled by the Architect to the project or RCC Consultant and his decision shall be binding on both the parties.

34. Both the parties shall specifically perform this agreement and the specific performance of contract shall be an essence of this agreement.

35. That the Parties herein hereby declare that the said property does not belong to the Schedule Caste or Schedule Tribe Community, in pursuant to the Notification No. RD/Land/LRC/ 318/77 dated 21.8.78.

36. That the possession of the said residential villa is not handed over to the Intending Purchaser and the same will be handed over to the Intending Purchaser on execution and registration of sale deed in respect of said residential villa and land attached thereto in favour of the Intending Purchaser in the Office of Sub-Registrar of Bicholim.

37. The market value of said residential villa along with undivided share in the said plots hereby agreed to be sold is Rs. _____/- (Rupees _____ only) on which stamp duty of Rs. _____/- (Rupees _____ only) is paid herewith.

SCHEDULE – I

(DESCRIPTION OF THE PLOTS)

ALL THAT Plots denominated as Plot Nos. 58, 59, 64 & 65, admeasuring total area of 1111.09 square metres, of the property known as "MOIDECARACHE MERECHEM GORBATULEM MARGAVORIL", situated in Village Mulgao, within the limits of Village Panchayat of Mulgao, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, which was surveyed under Survey No. 267/0 of Village Mulgao and now surveyed

under Survey No. 267/1 of Village Mulgao, Taluka Bicholim. The said entire property is described in the Land Registration Office of Bicholim under No. 916 of Book B-10 old and enrolled in the Taluka Revenue Office under Matriz No. 721 and bearing Old Cadastral Survey No. 56. The Plots are situated adjacent to each other and the same together are bounded as under:

On the East : by Plot No. 66 of said property & partly by Road;

On the West : by 8.00 mtrs. wide internal road:

On the North: by Plot No. 60 of said property and by open space, and;

On the South : by Road.

SCHEDULE - II

(DESCRIPTION OF THE RESIDENTIAL VILLA)

ALL THAT Residential villa bearing No. _____, having a carpet area of ____ sq. mtrs. and built up area of _____ sq.mtrs., to be constructed in the part of the plot described in Schedule-I herein above, bearing Survey No. 267/1 of Village Mulgao, together with the undivided share in the said plots more particularly described in the Schedule-I written herein above equivalent to an area of ____ sq. mtrs. of land of the said plots appurtenant to the said Residential Villa and the same is bounded as under:

On or towards the East : by

On or towards the West : by

On or towards the North: by

On or towards the South: by

and the said Residential Villa is to be constructed as per the Specification given in Schedule-III written herein under and the said Residential Villa, hereby agreed to be sold, is shown in the red colour boundary lining in the plan annexed hereto.

SCHEDULE – III

(Specification of the Residential Villa)

STRUCTURE:

RCC framed structure

MASONARY WORKS:

Laterite Stone/Cement Blocks. Masonary. 12 mm Internal Cement Plaster with Standard White care putty finish. RCC Roof slab with proper water proofing or will be covered with fabricated sheets.

DOOR WORKS:

Wooden door frame. Main door with teakwood frames or frame cladding with quality plywood & veneer finish. Bed rooms, Kitchen & toilet with quality doors.

FLOORING AND TILING WORK:

800 X 800 mm Vitrified tiles in living room. 800 X 800 mm Vitrified Tiles in Kitchen & Bedroom. Full height glazed tiles Dado in Toilets.

KITCHEN:

Granite kitchen platform on kadappa base. 900 mm height glazed tiles Dado for Kitchen Platform & wash basin.

PAINTING:

Internal paint with Emultion & External with quality Exterior paint.

WATER SUPPLY:

Water sump with electrical motor for smooth supply of water.

ELECTRICAL:

concealed electrical wiring

2 light points, 2 plug points & 2 fan points in living.
2 light points, 1 plug point, 1 fan point & 1 ac point in each bedroom.
1 light point, 1 plug point, 1 fan & 2 power points in kitchen.
1 light point each in balcony, entrance, toilet & 1 bell point.
TV & telephone point.

TOILET & BATHROOM:

Toilets with EWC. Standard company bathroom fitting and clouded sanitary fittings.
Shower, Tap, Health faucet, with provision for heater & washing machine.

EXTRA WORK:

Any other extra work or other quality materials other than mentioned above, are required to be used, then the Intending Purchaser shall intimate to the Intending Vendors/Builders accordingly in advance and the same will be executed by the Intending Vendors/Builders only after the amount corresponding to the cost of extra work and/or the materials to be used, is paid in advance by the Intending Purchasers to the Intending Vendors/Builders.

GENERAL:

The Intending Purchaser shall obtain his/her/their own permanent electricity & water connections from the concerned Government Departments and in this respect, the Intending Vendors/Builders shall provide the Intending Purchaser with the required documents/ report to the effect that the work are executed as per Government regulations.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement for Construction cum sale on the day, month and the year first hereinabove mentioned.

SIGNED AND DELIVERED }
by withinnamed Shri **VALLABH** }
SHIVRAM SALKAR alias VALLABH }

SHIVRAM SINAI SALKAR, the }
Intending Vendor No. 1 for Self and as duly }
constituted Power of Attorney for the }
Intending Vendor No. 2, Smt. **VRINDA** }
VALLABH SALKAR alias VRINDA V. }
SINAI SALKAR. } _____

L. H. F. I.

R. H. F. I.

SIGNED, SEALED AND DELIVERED }
by withinnamed Shri **VALLABH SHIVRAM** }
SALKAR alias VALLABH SHIVRAM }
SINAI SALKAR, the Proprietor of }
M/s. SALKAR CONSTRUCTIONS, the }
Builder. } _____

L. H. F. I.

R. H. F. I.

SIGNED AND DELIVERED by }
withinnamed Shri _____ }
_____, the Intending Purchaser. } _____

L. H. F. I.

R. H. F. I.

IN THE PRESENCE OF WITNESSES :

1. _____

2. _____