

AGREEMENT OF CONSTRUCTION CUM SALE

THIS AGREEMENT OF SALE is executed at Panaji, Tiswadi-Goa on this ____ day of ____, 2019.

BETWEEN

(1) **SHREE SAI SAMARTH REALTY**, a proprietary concern having its office at St. Inez, Panaji, Ilhas, Goa represented herein by its Proprietor SHRI. PURUSHOTTAM P. CHARI, 57 years of age, son of late Pandurang Chari, married, Indian National, in business, holding PAN No.AAIPC4316P, Aadhar Card No.203550274950, Mobile No._____, email I.D. _____ resident of H.No.223/19-UG-4, Ward No.II, Coelho Wada, Penha De France, Bardez-Goa., hereinafter called and referred to as the **“VENDOR/BUILDER/DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

(2) **MR.** _____, _____ years of age, status _____, son of _____, Indian National, holding PAN No. _____, Aadhaar No. _____, Email: _____

_____, Mobile No. _____
 _____ resident of _____,
 _____, hereinafter called **‘THE PURCHASER’** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **THIRD PART**.

AND

(3) **MRS.** _____, _____ years of age, status _____, wife of Shri. Purushottam P. Chari, Indian National, holding PAN No. _____, Aadhaar No. _____, Email: _____, Mobile No. _____ resident of H.No.223/19-UG-4, Ward No.II, Coelho Wada, Penha De France, Bardez-Goa., hereinafter called and referred to as **“THE CONFIRMING PARTY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS there exist all that distinct and separate plot of land admeasuring **534 square metres** surveyed under **Survey No.26/1-F** of Village Calapor, along with residential building under construction thereon, forming disannexed part of the larger property known as **“ST. AUGOSTINHO” or “PALMAR GRANDE”**, bearing Survey No. 26/1 of village Santa Cruz, situated

within the limits and jurisdiction of Village Panchayat of Calapor, registration Sub-District of Ilhas, District of North Goa, State of Goa and is described in the Land Registration Office under No.7355 of Book B-19(new), situated at Calapor, Taluka Tiswadi, enrolled in the Taluka Revenue Office under Matriz No.75,80 and 81, more particularly described in Schedule I hereunder mentioned and hereinafter shall be referred to as 'Said Plot' and the larger property shall be referred to as 'Said Property'.

AND WHEREAS said whole property originally belonged to the joint family or to Sociedade Fasmiliar do Dempo and is inscribed in favour of said joint family or Sociedade Fasmiliar do Dempo in the Land Registration office/conservatoria.

AND WHEREAS on 06/05/1967 said family or society was dissolved by a Deed of Dissolution dated 06/05/1967 registered before the Notary Dr. Fernando Jorge Colaco in his Book No.590 at pages 77 reverse and thereby the said property got vested in the family members comprising Sociedade Familiar do Dempo.

AND WHEREAS by virtue of Deed of Assignment dated 08/06/1967 duly registered before the Sub-Registrar of Ilhas at Panaji under No.569 Book No.I at pages 132 to 165 of Volume 26 said family members assigned their

rights in the said property in favour of M/s. Dempo Properties and Investments Pvt. Ltd., a Company registered under the Companies Act 1956 who became exclusive owner in possession of said property.

AND WHEREAS by Deed of Indenture dated 22/03/1973 duly registered before the Sub-Registrar of Ilhas at Panaji under No.101 at pages 48 to 69, Book No.I volume 125 on 22/02/1978 said M/S Dempo properties and Investments Pvt. Ltd. sold said property to M/s. Zuari Real Estate Co. Pvt. Ltd.

AND WHEREAS on 19/10/2001, under the scheme of amalgamation sanctioned by the Order of the Hon'ble High Court of Bombay at Panaji dated 19/10/2001, two hundred percent subsidiary companies of M/s. Dempo properties and investments Pvt. Ltd. namely M/s. Zuari Real Estate Co. Pvt. Ltd and M/s Siridao Estate Pvt.Ltd. have been amalgamated with M/s. Dempo Properties and Investments Pvt. Ltd, by virtue of Amalgamation all the assets and liabilities of the subsidiary companies stands transferred and vested with M/s. Dempo properties and Investments Pvt. Ltd., and as such by virtue of said Order of amalgamation the said property came into ownership and possession of M/s. Dempo Properties and Investments Pvt. Ltd.

AND WHEREAS by Deed of Sale dated 18/07/2017 duly executed and registered before the Sub-Registrar of

Ilhas at Panaji, Tiswadi-Goa on 20/07/2017 under No. PNJ-BK1-01766-2017, CD Number PNJD58 said M/s. Dempo Properties and Investments Pvt. Ltd., sold all that piece and parcel of Plot carved out in the portion of said property admeasuring an area of 234 sq.mts. to VENDOR/BUILDER/DEVELOPER herein.

AND WHEREAS by Judgment and Order dated 16/10/1989 passed in Case No.MND/JM-II/Calapor/Reg.4/87 in the Court of the Joint Mamlatdar of Tiswadi Taluka at Panaji-Goa., confirms that Prakash Govind Nipaniker, Krishna Govind Nipaniker and Tulshi Govind Nipaniker are admitted as mundkars of dwelling house bearing house No.717 situated in the Said Property bearing Survey No.26/1 of Village Calapur.

AND WHEREAS the Purchase Sanad in Form VI dated 28/12/1998 under No.8/39/89-RB/Vol.IV/432 issued by the Collector of North Goa., in the names of Prakash Govind Nipaniker, Krishna Govind Nipaniker and Tulshi Govind Nipaniker together with Purchase payment Receipt dated 25/11/1998 under No.MUND/JM-II/PUR/58/93 issued by Joint Mamlatdar-II of Tiswadi Taluka, Panaji-Goa., confirms that upon payment of purchase price of Rs.11,070/- said Prakash Govind Nipaniker, Krishna Govind Nipaniker and Tulshi Govind Nipaniker have been declared as purchasers of said

dwelling house along with surrounding area admeasuring 300 square metres.

AND WHEREAS by Memorandum of Understanding dated 31/03/2016 Shri. Krishna Govind Nipanikar, Smt. Parvati Krishna Nipanikar and Smt. Sumitra Prakash Nipanikar wife of late Prakash Nipanikar agreed to sell said Plot admeasuring 300 square metres to Shri. Sai Samarth Realty for purpose of carrying out development and construction of residential building on the Said Plot.

AND WHEREAS by Deed of Relinquishment dated 15/06/2016 duly drawn in the Book of Deeds bearing No.854 at pages 50v to 52 dated 15/06/2016 before the Office of the Notary Ex-Officio Bardez, Mapusa-Goa, Smt. Premala Nipaniker alias Smt. Sarita Harish Kenaudekar and her husband Shri. Harish Vaikunth Kenaudekar relinquished and renounced all their rights, title and interest to the undivided inheritance of their parents/parents-in-law late Govind Nipanikar and late Tulsi Nipanikar.

AND WHEREAS as per Inventory Proceedings No.74/2016/B initiated before the Court of Civil Judge Senior Division at Panaji on death of Govind Nipanikar, Tulshi Nipaniker alias Tulsi Nipanikar, Pracash Govind Nipanikar alias Prakash Govind Nipaniker as per Final Order of Confirmation dated 06/05/2017 passed in the

said Inventory Proceeding No.74/2016/B by the Civil Judge Senior Division at Panaji-Goa., and pursuant to Amicable Scheme of Partition and Final Chart of Partition dated 05/05/2017 filed in the said Inventory Proceeding No.74/2016/B by the Civil Judge Senior Division at Panaji-Goa., Said Mundkarial Plot admeasuring 300 square metres along with the mundkarial house existing thereon is allotted to Shri. Krishna Govind Nipanikar and accordingly said Shri. Krishna Govind Nipanikar and his wife Smt. Parvati Krishna Nipanikar became absolute owners in possession of Said Plot admeasuring 300 square metres along with mundkarial house existing thereon.

AND WHEREAS Notice/Intimation dated 06/07/2017 under Section 17(2) of The Goa Daman and Diu Mundkars (Protection from Eviction) Act, 1975 issued by Shri. Krishna Govind Nipanikar and Smt. Parvati Krishna Nipanikar to M/s Zuari Real Estate Pvt. Ltd., confirms that said Shri. Krishna Govind Nipanikar and Smt. Parvati Krishna Nipanikar had intention of selling Said Mundkarial Plot and the dwelling house existing thereon.

AND WHEREAS No Objection Certificate dated 19/07/2017 issued by Dempo Properties and Investments Pvt. Ltd., in favour of Shri. Krishna Govind Nipanikar, confirms that landlord of the Said Property M/s Dempo Properties and Investments Pvt. Ltd., are

not willing to purchase Said Plot and the mundkarial house and accordingly said Shri. Krishna Govind Nipanikar and Smt. Parvati Krishna Nipanikar are free to sell Said Plot and the mundkarial house to the party of their choice as per the Mundkars Act.

AND WHEREAS by Deed of Sale dated 24/08/2017 duly executed and registered before the Sub-Registrar of Ilhas at Panaji, Tiswadi-Goa on 04/09/2017 under No. PNJ-BK1-02128-2017, CD Number PNJD59 said Shri. Krishna Govind Nipanikar and Smt. Parvati Krishna Nipanikar as Vendors along with said Smt. Sumitra Prakash Nipanikar wife of late Prakash Nipanikar as Confirming Party sold Said Plot admeasuring 300 square metres along with mundkarial house existing thereon to VENDOR/BUILDER/DEVELOPER.

AND WHEREAS pursuant to aforesaid Deed of Sale dated 24/08/2017 and Deed of Sale dated 18/07/2017 said Shree Sai Samarth Realty a Proprietary concern of Shri. Purushottam P. Chari along with confirming party herein became absolute owners in possession of Said Plot of land totally admeasuring 534 square metres of the Said Property surveyed under Survey No.26/1 of Village Calapor subject to payment of kind consideration in form of allotment of four residential flats on completion of project proposed to be constructed in the Said Plot to Shri. Krishna Govind Nipanikar, Smt.Parvati Krishna Nipanikar and Smt.

Sumitra Prakash Nipanikar as laid down in Deed of Sale dated 24/08/2017.

AND WHEREAS Partition Order dated 27/02/2018 in Case No.LND/PART/140/2017 passed by the Deputy Collector and SDO Panaji, Tiswadi-Goa., along with plan of partition confirms that Said Plot admeasuring 534 square metres has been allotted separate and distinct survey number namely Survey No.26/1-F and accordingly separate plan and separate Form I and XIV is issued.

AND WHEREAS name of Shree Sai Samarth Realty, the VENDOR/BUILDER/DEVELOPER appears in the occupant's column of Said Plot surveyed under Survey No.26/1-F, which is admeasuring 534 square metres.

AND WHEREAS VENDOR/BUILDER/DEVELOPER for the purpose of constructing residential building in the Said Plot obtained Conversion Sanad dated 05/07/2018 under No.RB/CNV/TIS/AC-I issued by Additional Collector-I North Goa District, Panaji-Goa., for conversion of Said Plot to non-agricultural use.

AND WHEREAS Technical Clearance Order dated 13/11/2018 under Ref. No.TIS/9116/CAL/TCP/18/1344 is issued by Town and Country Planning Department, Tiswadi Taluka, Patto Panaji-Goa, for

purpose of construction of residential building in the Said Plot.

AND WHEREAS NOC is issued by Directorate of Health Services Primary Health Centre, Chimbél-Goa under No. PHC/Chimbél/NOC-Const/2018-19/1243 dated 23/11/2018 for purpose of construction of residential building and their no objection from the sanitary point of view.

AND WHEREAS Construction License dated 30/11/2018 under No.VP/SC/12/2018-19/1614 is issued by Office of the Village Panchayat Santa Cruz, Tiswadi-Goa., for purpose of construction of residential building on Said Plot bearing Survey No.26/1-F of Village Calapor.

AND WHEREAS the construction on the Said Plot as approved includes residential flats and Parking and shall be collectively named as “_____”

AND WHEREAS the ‘THE PURCHASER’ has approached THE VENDOR/ DEVELOPER/BUILDER expressing his willingness to purchase one of the Flat located in the said building identified as Flat No._____, admeasuring _____ **sq.mts.** of super built up area along with undivided proportionate share in the ‘Said Plot’ and the **parking slot bearing No.**_____ which flat is more particularly described under

Schedule III hereunder mentioned and shall be referred to as 'Said Flat'. Said Flat and the parking lot are shown and delineated in orange colour in the plan annexed to this Agreement, which plan shall form integral part of this Agreement for all purposes.

AND WHEREAS the 'THE PURCHASER' agreed to pay and finance to THE VENDOR/DEVELOPER/BUILDER, for the purpose of construction of 'Said Flat', as per the payment schedule described in payment schedule IV hereunder written.

AND WHEREAS THE VENDOR/DEVELOPER/BUILDER has agreed to carry out the construction of the 'Said Flat' and hand over the same to the 'THE PURCHASER' and convey to the 'THE PURCHASER' the 'Said Flat' along with undivided proportionate right, share and title in the 'Said Plot' described in Schedule II.

AND WHEREAS 'Said Flat' shall be constructed by THE VENDOR/BUILDER/DEVELOPER as per the specifications for the construction of the 'Said Flat' as shown in Schedule VI hereunder written.

AND WHEREAS the parties hereto have agreed to enter into this Agreement for Sale of the Said Flat more particularly described in Schedule III herein under written to be constructed in the Said Plot described in Schedule I hereunder written under the name and style of “_____”

AND WHEREAS Confirming Party being wife of THE VENDOR/BUILDER/DEVELOPER Mr. Purushottam P. Chari married under the regime of communion of assets as applicable to Sate of Goa is joined as party to this Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in consideration of payment of the total sum/amount of Rs. _____/-(Rupees _____ Only) payable to THE VENDOR/BUILDER/DEVELOPER by the 'THE PURCHASER' in manner as shown in Schedule IV herein underwritten towards the cost of the construction of 'Said Flat' and the proportionate undivided share in land. THE VENDOR/DEVELOPER/BUILDER does hereby agree to construct, transfer and hand over the possession of 'Said Flat' in favour of the 'THE PURCHASER' (including common areas) more particularly described in Schedule III hereunder written proposed to be constructed in the Said Plot more particularly described in the Schedule I hereunder written and in accordance with the specifications contained in schedule VI and the plan already approved by the 'THE PURCHASER' along with undivided proportionate right to the land accruing as against the built up area of 'Said Flat' in the said proposed construction in the Said Plot described in Schedule II hereunder written.

2. That the consideration payable under this Agreement shall be paid in the manner indicated in the Schedule of payments contained in Schedule IV hereunder written.

3. 'THE PURCHASER' shall maintain the front elevation and the side and rear elevation of the 'Said Flat' in the same form as THE VENDOR/DEVELOPER/BUILDER has constructed it and shall not at any time alter the said elevations/facade/design in any manner whatsoever without the prior consent in writing from THE VENDOR/DEVELOPER /BUILDER.

4. THE VENDOR/DEVELOPER/BUILDER shall deliver the possession of the 'Said Flat' within the period of six months(6 months) from the date of signing of this Agreement i:e on or before _____, indicated in schedule V hereunder written and on payment of full consideration payable under this Agreement in terms of the Schedule of payments provided in the said Schedule IV hereunder written. The additional details of the transaction are shown in the schedule V hereunder written.

5. Failure on the part of the 'THE PURCHASER' to pay any of the installments or the dues or to perform any obligation under this agreement will entitle THE VENDOR/DEVELOPER/BUILDER to terminate this Agreement by a three month's written notice as time is the essence of this agreement.

6. The notices provided under this agreement shall be sent under certificate of posting to the address of the 'THE PURCHASER' as shown/indicated in the Schedule V hereunder written. A notice shall be deemed to have been served on the 'THE PURCHASER' under Registered post AD.

7. That in the event of such termination a sum of Rs. _____/- (Rupees _____ Only) paid by the 'THE PURCHASER' shall be forfeited, but the other amounts if any paid by the 'THE PURCHASER' shall on resale of the 'Said Flat'/premises, be refunded by THE VENDOR/DEVELOPER/BUILDER without any interest and THE VENDOR/DEVELOPER/BUILDER shall be free to transfer, sell or allot the 'Said Flat' to any other person of the choice of THE VENDOR/DEVELOPER/BUILDER and 'THE PURCHASER' shall not be entitled to Claim any other monies from THE VENDOR/DEVELOPER/ BUILDER.

8. THE VENDOR/DEVELOPER/BUILDER shall not incur any liability if they are unable to deliver the 'Said Flat' within the period specified in Schedule V due to:

- (i) War epidemic, Civil commotion or an act of God.
- (ii) any notice order, Decree, Judgment, rule notification of the Government or Court or any other competent authorities including the Collector, Mamlatdar, Administrative Tribunal, Village Panchayat, and the Planning authorities.

(iii) Any other reason or reasons beyond the control of THE VENDOR/DEVELOPER /BUILDER and in case of any of the aforesaid events taking place THE VENDOR/DEVELOPER/BUILDER shall be entitled to reasonable extension of time for the delivery of the 'Said Flat' for the use and occupation of the 'THE PURCHASER'.

9. If for any other reason other than those specified in clause 8, THE VENDOR/DEVELOPER/BUILDER is unable to or fails to give possession of the 'Said Flat' to the 'THE PURCHASER' within the time specified in Schedule IV hereinabove written or within any further date or dates agreed to by the parties hereto, and further extension of 3 months the 'THE PURCHASER' shall be entitled to give notice in writing to THE VENDOR/DEVELOPER/BUILDER for terminating the agreement, in which event THE VENDOR/DEVELOPER/BUILDER shall within six months from the date of receipt of such notice refund to the 'THE PURCHASER' all the amounts that have been received by THE VENDOR/DEVELOPER/BUILDER from the 'THE PURCHASER' in respect of the 'Said Flat' together with simple interest on such amounts @ 8% per annum from the date of receipt till repayment and the 'THE PURCHASER' there after shall not have any further claim against THE VENDOR/DEVELOPER/BUILDER and the SECOND VENDOR/DEVELOPER/BUILDER shall be at liberty to allot and dispose off the 'Said Flat' to any other persons for such consideration

as THE VENDOR/DEVELOPER/BUILDER may deem fit.

10. 'THE PURCHASER' shall have no right to transfer, assign or sell their right and interest in the 'Said Flat' till they have discharged and paid to THE VENDOR/DEVELOPER/BUILDER all amounts and dues in respect of the 'Said Flat' and undivided right to the land and taken possession of the same as per the terms and conditions of this agreement.

11. The SECOND VENDOR/DEVELOPER/ BUILDER shall have the first lien and charge on the interest and right of the 'THE PURCHASER' in the 'Said Flat' agreed to be constructed/ acquired by the 'THE PURCHASER' for all the monies that the 'THE PURCHASER' is liable to pay in terms of these presents.

12. 'THE PURCHASER' shall from the date of handing over the possession maintain the 'Said Flat' at their cost in a good tenable repair and condition and shall not do anything in or to the 'Said Flat' which may be against rules or by laws of the Panchayat or any other authority nor shall the 'THE PURCHASER' change, alter or make additions in or to the 'Said Flat' and/or to THE VENDOR/DEVELOPER/BUILDER in which the 'Said Flat' are situated or any part thereof. 'THE PURCHASER' shall be responsible for any breach of these conditions.

13. That THE VENDOR/DEVELOPER/ BUILDER shall obtain electric connection for the 'Said Flat' and the Complex who shall be coordinating with the Government for and on behalf of the unit holders/potential 'THE PURCHASER. However THE VENDOR/DEVELOPER/BUILDER shall not be responsible and will not be liable if the Government and / or the Electricity Department delays the erection of the Transformer/ releasing of the electric connection. The same requirement shall be in respect of the water supply though the water supply will be from the main sump to be constructed in the said complex and proportionately shared by all the unit/apartment holders as mentioned above. THE PURCHASER shall be liable to pay to THE VENDOR/DEVELOPER/BUILDER total sum of Rs._____/-(Rupees _____ Only), by way of his share of contribution, if THE VENDOR/DEVELOPER/BUILDER opts for fixation of the Electric Transformer for the said complex.

14. That it is hereby clarified that this agreement is for the sale of the 'Said Flat' with proportionate share and 'THE PURCHASER' will not object or stop further developments and construction in the Said Plot, including changes in the plans/development by THE VENDOR/DEVELOPER/BUILDER and any increase in the F.A.R. in respect of the Said Plot, provided it does not affect the structure and dimensions of the 'Said Flat' of the PURCHASER in any manner of whatsoever nature.

15. 'THE PURCHASER' shall also pay their proportionate share of outgoings, in case incurred, in respect of the common facilities, paintings of outer walls, common lights, sanitations, chowkidars and sweepers remuneration, driveway and garden lights, maintenance of gardens and all other Common expenses in the said complex incidental to the 'Said Flat'.

16. 'THE PURCHASER' subject to the payments hereinabove shall be entitled to use all the common facilities and amenities situated in the plot described in the Schedule II hereunder written including the right to use the Common facilities, common leisure areas as well as any such facilities and amenities that may be provided.

17. THE PURCHASER does hereby further agree that he/they/she shall at the time of delivery of possession of the 'Said Flat' pay a sum towards maintenance and towards the common outgoings and expenses aforesaid which will remain with THE VENDOR/DEVELOPER/BUILDER. In case the said amount is not sufficient the 'THE PURCHASER' shall contribute such further sums that may become necessary for the maintenance of all the common areas TILL THE SOCIETY/MAINTENANCE ASSOCIATION IS FORMED by itself or may at its discretion constitute and/or appoint any other person/entity to do the same. The decision of THE VENDOR/DEVELOPER/ BUILDER in this regard shall bind 'THE PURCHASER'.

18. The PURCHASER does hereby agree to observe and perform all rules and regulations, which THE VENDOR/DEVELOPER/BUILDER may frame from time to time for the upkeep and maintenance of the 'Said Flat' and in respect of the use and occupation of the 'Said Flat'.

19. 'THE PURCHASER' agrees and binds themselves to pay punctually and regularly on taking over the possession of the 'Said Flat' her share in all rates, taxes, dues, impositions, outgoings expenses and burdens imposed upon the 'Said Flat' by the Panchayat, the Government, Revenue Authorities, THE VENDOR/DEVELOPER/BUILDER or any other Authorities as well as Electricity and Water charges as and when the same become due and payable.

20. That the Deed of Conveyance and/ or assignment or such other deed concerning the 'Said Flat' and the undivided and proportionate rights to the land shall be prepared by the advocate of THE VENDOR/DEVELOPER/BUILDER at the expense of 'THE PURCHASER' and executed only after completion of the entire development in the plot described in schedule I hereunder written. That THE VENDOR/DEVELOPER/BUILDER do hereby agree to sign and execute the deed of conveyance in respect of the undivided share/right corresponding to the built up area in the land described in schedule II in favour of 'THE PURCHASER' on payment of the entire

consideration in respect of the cost of the 'Said Flat' and the value of the undivided right to the land. The Purchaser' shall pay the stamp duty and registration charges, including legal fees. 'THE PURCHASER' shall also be liable to all taxes and duties that may be leviable on this transaction and the consideration and sale of the 'Said Flat' including the service/GST tax which shall be paid by the 'PURCHASER' to THE VENDOR/DEVELOPER/BUILDER and when payable and at the rates prescribed.

21. On possession of the 'Said Flat' given to the 'THE PURCHASER', he shall have no claim whatsoever, against the THE VENDOR/DEVELOPER/BUILDER to any item of work carried out or completed. Cracks to the plaster/dampness to the external walls shall not be considered as defective work unless the Architect of THE VENDOR/DEVELOPER/BUILDER opines otherwise.

22. THE PURCHASER shall at no time demand the partition of his undivided interest in the Said Plot, it being agreed and declared by 'THE PURCHASER' that their interest in the said plot is impartible and shall be held in common with other holders of premises constructed in the said plot and the 'THE PURCHASER' shall have no claims for exclusive possession of any part of the Said Plot.

23. THE PURCHASER does hereby agree to observe and perform all rules and regulations which the premises

owners may jointly adopt from time to time and at all times for the protection and maintenance, for conforming to the building rules and Panchayat bye laws and regulations in force and for fully vesting the said plot and building in the said owners and for strict observance of various stipulations and conditions jointly laid down by premises owner in respect of the use and occupation of the 'Said Flat'.

24. The VENDOR/DEVELOPER/ BUILDER shall assist all the 'THE PURCHASER's of premises at " _____" in forming a Co-operative Society or Limited Company or Association of persons or such other entity for owning and / or maintaining the said plot (herein after called THE ENTITY) in case THE VENDOR/DEVELOPER/BUILDER so decides or desires. 'THE PURCHASER hereby agrees to sign all forms, applications, deeds and other documents as may be required for the formation of the entity and for the conveyance of the said plot in the name of the entity.

25. That the possession of the 'Said Flat' shall be handed over to the 'THE PURCHASER' on its completion in terms of the time schedule fixed in schedule V herein under written.

26. That the parties are entitled for specific performance of this agreement.

SCHEDULE - I
(DESCRIPTION OF SAID PROPERTY)

All that distinct and separate plot of land admeasuring **534 square metres** surveyed under **Survey No.26/1-F** of Village Calapor, along with residential building under construction thereon, forming disannexed part of the larger property known as **“ST. AUGOSTINHO” or “PALMAR GRANDE”**, bearing Survey No. 26/1 of village Santa Cruz, situated within the limits and jurisdiction of Village Panchayat of Calapor, registration Sub-District of Ilhas, District of North Goa, State of Goa and is described in the Land Registration Office under No.7355 of Book B-19(new), situated at Calapor, Taluka Tiswadi, enrolled in the Taluka Revenue Office under Matriz No.75,80 and 81.

Said Plot admeasuring **534 square metres** is bounded as under:

On the East :- By property under Survey No.26/1(Part);

On the West:- By property under Survey No.26/1(Part) and Panaji- Bambolim Road;

On the North:- By property under Survey No.26/1(Part); and

On the South:- By property under Survey
No.26/1(Part).

SCHEDULE II
(DESCRIPTION OF THE PREMISES)

All that Flat bearing **No.**____, admeasuring _____
square meters super built up area, situated on the
_____ of the residential complex identified as
‘ _____ ’ constructed in the plot described in
Schedule I hereinabove mentioned, along with a stilt car
Parking slot no. _____.

The ‘Said Flat’ bearing **No.**_____ and Parking
slot no._____ is shown in the layout plan annexed
hereto in orange coloured lines.

SCHEDULE IV
(SCHEDULE OF PAYMENT)

Type : Flat on _____ floor.

No. : _____

Total Cost of Flat : Rs. _____/-

1.	Booking Amount	10% of the total consideration
2.	AT the time of Signing of Agreement	15% of the total consideration
3.	On Completion of Plinth	20% of the total consideration
4.	On Completion of 1 st Slab	20% of the total consideration
5.	On Completion of 2 nd Slab	20% of the total consideration
6.	On Completion Messenery	5% of the total consideration
7.	On completion of Plaster	5% of the total consideration
8.	AT the time of possession	5% of the total consideration
	Total	100%

(Rupees _____ Only)

SCHEDULE V
(DETAILS OF TRANSACTION)

- i) Total price/consideration **Rs.** _____/-
- ii) Period of delivery of possession of the premises
6 months.
- iii) Address of 'THE PURCHASER' -As above

- iV) Services Tax /GST , Other Taxes Fines,
Penalties, Duties, Cess, Surcharges etc. :
As applicable
- V) Miscellaneous details
Email
address: _____

SCHEDULE VI
(BUILDING SPECIFICATIONS)
BUILDING SPECIFICATIONS
(FIXTURES, FITTINGS AND AMENITIES)
(BUILDING SPECIFICATIONS)

STRUCTURE: of R.C.C. columns, beams and slabs.
External or grid walls of 25 cms. thickness and
partition walls of 12 cms. thickness.

FLOORING: Vitrified tiles or equivalent.

WALL FINISH: (a) Internal Walls: Cement Plaster
finished with wall ready plaster and painted with
Premium oil bound Royale Paint.

(b) Exposed external walls: Sand faced cement plaster painted with single coat of primer and Asian Apex paints.

DOOR/WINDOWS:

Moulded doors for internal use and Teak wood / glazed doors for balconies, on hard wood frames.

Aluminum frame windows with sliding glass shutters for apartments.

BATHROOMS: Flooring and walls of ceramic tiles. Wall tiles up to full height i.e. to ceiling level.

Sanitary ware of white colour conforming to ISI standards.

Single lever taps/fixtures with chrome plated finish conforming, to ISI Standards;

ELECTRICALS:

Concealed copper wiring for lighting, A.C. point with provisions for TV central antenna system.

High quality light switches of Havells / Polycab or equivalent make.

WATER SUPPLY: underground reservoir, and an overhead tank of adequate capacity.

KITCHEN: Granite platform, splash back tiles and sink without kitchen cabinets.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement of Sale in the simultaneous presence of the witnesses signing below.