

**AGREEMENT FOR SALE cum CONSTRUCTION**

**THIS AGREEMENT FOR SALE cum CONSTRUCTION** is made at Bicholim, Goa, on this \_\_\_ day of July, 2017;

B E T W E E N

(1) Shri **SAGAR VASUDEV SHETYE**, son of late Shri Vasudev K. Shetye, aged 53 years, married, business, Indian National, holding PAN No. ANAPS8268D & Aadhar No. 558441958940, the Proprietor of **M/s. VASSUDEVA ENTERPRISES**, having its office at F-10 & F-11, First Floor, Vassudev Arcade, Opp. Municipal Ground, Bicholim, Goa, and his wife; (2) Mrs. **SHEELA SAGAR SHETYE**, wife of Mr. Sagar Vasudev Shetye, daughter of late Shri Prabhakar Sardesai, aged 46 years, married, housewife, Indian National, holding PAN No. ARRPS5724K & Aadhar No. 821873877148; both residents of House No. 1146, near Industrial Estate, Bicholim, Goa; hereinafter referred to as "**THE INTENDING VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators & assigns) of the **FIRST PART**

A N D

\_\_\_\_\_, hereinafter referred to as "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators & assigns) of the **OTHER PART**.

WHEREAS the Vendor No. 1 is representing herein for self and as duly constituted Power of Attorney for the Vendor No. 2 by virtue of Power of Attorney dated 6<sup>th</sup> day of August, 2008, executed before the Notary Public Shri S. A. Parab, Bicholim under Registration No. 16794/08 dated 7<sup>th</sup> August, 2008. The true copy of both the above said Power of Attorney is produced with this Agreement in the Office of Sub-Registrar of Bicholim.

WHEREAS there exists a property known as "PREDIO URBANO DE CASAS COM SEU CORRESPONDENTE QUINTAL, PATEO E PROPRIEDADE ANNEIXA" commonly known as "CHURCH-WADA", situated at Church wada, within the limits of Municipal Council of Bicholim, Taluka & Registration Sub-District of

Bicholim, North Goa District, State of Goa, presently surveyed under Survey no. 9/21-B of Village Bicholim, Taluka Bicholim, more particularly described in the Schedule-II written herein below and for the sake of brevity, the same is hereinafter referred to as **"THE SAID PLOT"**.

AND WHEREAS the said plot is a part and parcel of the bigger property known as "PREDIO URBANO DE CASAS COM SEU CORRESPONDENTE QUINTAL, PATEO E PROPRIEDADE ANNEIXA" commonly known as "CHURCH-WADA", surveyed under recent Survey no. 9/21 of Village Bicholim, Taluka Bicholim, described in Schedule-I herein under, originally owned and possessed by Shri Jose Alfredo Augusto Maia de Souza e Menezes and his wife, Smt. Maria Aida Amelia da Costa Maia de Souza e Menezes in whose favour the said bigger property has been entered in the Land Registration Office of Bicholim under No. 9059 at page 167v of Book F.11.

AND WHEREAS both the above said original owners of the said bigger property expired leaving behind their legal heirs namely, (1) Shri Joaquim Victor Manual Maia de Souza e Menezes, married to Leonor Gomes Ferreira de Souza Menezes; (2) Smt. Olivia Augusta Maia de Souza e Menezes Curado married to Raul de Silva Calha Curado; (3) late Shri Carlos Antonio Clemente, married to Artimisia Carmelina and, (4) Shri Joao Jose Servilo Maia de Souza e Menezes, married to Smt. Filomena Augusta Roncon Menezes.

AND WHEREAS by a Deed of Relinquishment/Renouncement dated 9th April, 1986 registered at the Office of Sub-Registrar cum Civil Registrar and Notary Ex-Officio of Bicholim Taluka, the said Joaquim Victor Manual Maia de Souza e Menezes along with his wife Smt. Leonor Gomes Ferreira de Souza Menezes and Smt. Olivia Augusta Maia de Souza e Menezes Curado along with her husband Raul de Silva Calha Curado have relinquished their undivided share/right to the estate left behind by said deceased Shri Jose Alfredo Augusto Maia de Souza e Menezes and his wife, Smt. Maria Aida Amelia da Costa Maia de Souza e Menezes, which includes the said bigger property bearing Survey no. 9/21 of Village Bicholim, Taluka Bicholim, in terms of article no. 2029 of Portuguese Civil Code, which is in force in the State of Goa and as such said Shri Joao Jose Servilo Maia de Souza e Menezes with his wife and said late Shri Carlos Antonio Clemente with his wife have become the absolute owners of the said bigger property bearing Survey no. 9/21 of Village Bicholim, Taluka Bicholim.

AND WHEREAS said Shri Joao Jose Servilo Maia de Souza e Menezes and said late Shri Carlos Antonio Clemente with their respective spouses, divided the said bigger property into smaller plots denominated under letters "A", "B", "C", "D", "E", "F",

"G", "H", "J", "K" & "L" and partitioned the same by metes and bound among themselves, by virtue of a Deed of Partition dated 12th day of March, 1987 registered at the Office of Sub-Registrar of Bicholim at Bicholim under Registration No. 122 of Book No. I, Vol. No. 4 dated 15.4.1987 and in accordance with the plan annexed to said Deed of Partition dated 12.3.1987.

AND WHEREAS by virtue of a said Deed of Partition dated 12th day of March, 1987, the plots denominated under letters "A", "B", "C", "D" & "H" were allotted to said Shri Joao Jose Servilo Maia de Souza e Menezes and his wife Smt. Filomena Augusta Roncon Menezes and the plots denominated under letters "E", "F", "G" & "J" were allotted to said late Shri Carlos Antonio Clemente and his wife Artimisia Carmelina Barreto Menezes and the remaining plots denominated under letters "K" & "L" were owned and possessed in common.

AND WHEREAS said Shri Joao Jose Servilo Maia de Souza e Menezes and his wife Smt. Filomena Augusta Roncon Menezes sold two plots denominated under letters "A" & "B", admeasuring an area of 535.00 sq. mtrs. and 315.00 sq. mtrs. respectively, of the said bigger property known as "PREDIO URBANO DE CASAS COM SEU CORRESPONDENTE QUINTAL, PATEO E PROPRIEDADE ANNEIXA" commonly known as "CHURCH-WADA", situated at Ward Church wada, Bicholim, Goa, bearing Survey no. 9/21 of Bicholim, to the Vendor No. 1 herein by virtue of a Deed of Sale dated 5<sup>th</sup> day of February, 2003, registered at the Office of Sub-Registrar of Bicholim under Registration No. 110 of Book No. I, Vol. No. 303 dated 6.2.2003.

AND WHEREAS said Shri Joao Jose Servilo Maia de Souza e Menezes expired leaving behind Smt. Filomena Augusta Roncon Menezes as his widow and Miss Maria de Jesus Nazarene Menezes alias Preetam Gaonkar as his sole legal heir and upon the death of said Shri Joao Jose Servilo Maia de Souza e Menezes, there was inventory proceeding filed in the Court of the Civil Judge, Junior Division of Bicholim bearing Inventory Proceeding No. 1/2017/B which is finalized by virtue of Order dated \_\_\_\_\_ passed by the Civil Judge, Junior Division ('B' Court), Bicholim.

AND WHEREAS subsequently upon the death of said Shri Joao Jose Servilo Maia de Souza e Menezes, his widow Smt. Filomena Augusta Roncon Menezes along with the L/r of late Shri Joao Jose Servilo Maia de Souza e Menezes, sold the plot denominated under letter "C", admeasuring an area of 285.00 sq. mtrs. together with the old mud house existed therein, of the said bigger property known as "PREDIO URBANO DE CASAS COM SEU CORRESPONDENTE QUINTAL, PATEO E PROPRIEDADE ANNEIXA" commonly known as "CHURCH-WADA", situated at Ward Church wada,

Bicholim, Goa, bearing Survey no. 9/21 of Bicholim, to the Vendor No. 1 herein by virtue of a Deed of Sale dated 13<sup>th</sup> day of August, 2008, registered in the Office of Sub-Registrar of Bicholim under Registration No. 767 at pages 178 to 206 of Book No. I, Vol. No. 637 dated 13.08.2008.

AND WHEREAS upon the purchase of the said plots, the Vendor no. 1 has initiated the partition proceedings in the Court of the Dy. Collector & S.D.O., Bicholim which was registered as Case No. 8-58-2003/Part-BICH and at the time of physical survey conducted by the Surveyor of Department of Settlement & Land Records in said partition proceedings, the area of plot 'A' found short by 20 sq.mtrs. on loco and accordingly the Surveyor prepared the area adjustment statement by deducting 20 sq. mtrs. from the area of 535 sq. mtrs. of said plot 'A' mentioned in the said Deed of Sale and the said plot 'A' is allotted with an independent holding under Survey No. 9/21-A of Bicholim, with an area of 515 sq. mtrs.; the Plot 'B' admeasuring 315.00 sq. mtrs. was allotted with a holding under Survey No. 9/21-B of Bicholim and the Plot 'C' admeasuring 285.00 sq. mtrs. was allotted with a holding under Survey No. 9/21-C of Bicholim and the said partition is confirmed by the Dy. Collector & S.D.O., Bicholim by Order dated 11.9.2003.

AND WHEREAS in order to develop the said plots bearing Survey Nos. 9/21-A, 9/21-B & 9/21-C of Bicholim, the Intending Vendors have obtained the Conversion Sanad bearing No. RB/CNV/BICH/COLL/01/2012 dated 14.09.2012 in respect of plot bearing Survey No. 9/21-A issued by the Collector of North Goa, Panaji to use the said plot for commercial purpose, the Conversion Sanad bearing No. 6-2-2012/CNV-BICH/1978 dated 12.09.2012 in respect of plot bearing Survey No. 9/21-B and the Conversion Sanad bearing No. 6-1-2012/CNV-BICH/1979 dated 12.09.2012 in respect of plot bearing Survey No. 9/21-C issued by the Dy. Collector & S.D.O., Bicholim to use the said plots for commercial purpose.

AND WHEREAS thereafter, the Intending Vendors had initiated a proceeding in the Court of the Superintendent of Surveys & Land Records, Panaji bearing File No. 9-02(281)-DSLRL-14 for the amalgamation of said two plot identified at Plot 'B' & Plot 'C' bearing Survey Nos. 9/21-B & 9/21-C of Village Bicholim, Taluka Bicholim as one plot under single Survey No. 9/21-B of Village Bicholim, Taluka Bicholim and by virtue of Order dated 19<sup>th</sup> day of November, 2014, the Superintendent of Surveys & Land Records, Panaji, amalgamated the said two Survey Nos. 9/21-B & 9/21-C of Village Bicholim, Taluka Bicholim into one single Survey No. 9/21-B of Village Bicholim, Taluka Bicholim.

AND WHEREAS the Vendor No. 1 is the absolute owner of the said property bearing recent Survey Nos. 9/21-A & 9/21-B of Village Bicholim, Taluka Bicholim and accordingly, the name of the Vendor No. 1 is shown in the occupant column of Form I & XIV of said Survey Nos. 9/21-A & 9/21-B of Village Bicholim, Taluka Bicholim and the Vendor No. 2 being the wife of the Vendor No. 1 has acquired the right to the said plots under the regime of Communion of Assets as prevailing in the State of Goa.

AND WHEREAS the Vendors by obtaining the necessary permissions/NOC's/licences have already constructed the phase-I of a commercial building named as **`VASSUDEVA TRADE TOWER-WING `A`** in the plot bearing Survey No. 9/21-A of Village Bicholim, Taluka Bicholim.

AND WHEREAS now the Intending Vendors have decided to construct the second phase of commercial building project in the plot comprising of original plot `B` & plot `C`, admeasuring an area of 600 sq. mtrs. bearing recent Survey No. 9/21-B of Village Bicholim, Taluka Bicholim, more particularly described in the Schedule-II written herein under and the same for the sake of brevity is herein after referred to as **“THE SAID PLOT”**.

AND WHEREAS the Intending Vendors got drawn plans for the construction of second phase of the commercial building project in the said plot bearing recent Survey No. 9/21-B of Village Bicholim, Taluka Bicholim and the construction plan of the said building is approved by all the concerned authorities and the Vendors have obtained the NOC bearing No. PHCB/HS/CON-B/2016-17/881 dated 14.07.2016 issued by the Directorate of Health Service, Primary Health Centre, Bicholim; NOC bearing No. AE/V-I(U)/TECH-33/2016-17/984 dated 03.08.2016 issued by the Asst. Engineer, Department of Electricity, Bicholim; NOC bearing No. PWD/D.XXIV/SDII/F.180/383/16-17 dated 25.07.2016 issued by the Asst. Engineer, P.W.D., Bicholim, and Technical Clearance bearing No. DC/6388/BICH/TCP-16/721 dated 5.7.2016 issued by the Town & Country Planning Department, Bicholim and after obtaining the NOC/Technical Clearance from the said authorities, the Bicholim Municipal Council issued the Construction Licence bearing No. 61/2016-2017 dated 20.10.2016.

AND WHEREAS the Intending Vendors upon obtaining the necessary permissions/NOC/licenses from the concerned authorities has undertaken the

construction of Wing 'B' of the said commercial building project in the said plot described in Schedule-II written herein under and the said building comprises of Underground (Basement) Floor as Stilt Parking, Ground Floor, First Floor, Second Floor and Third Floor consisting of shops and offices and the said building is named as **'VASSUDEVA TRADE TOWER-WING 'B'**.

AND WHEREAS vide Deed of Sale dated 20<sup>th</sup> day of April, 2017, registered in the Office of Sub-Registrar of Bicholim at Bicholim, under Registration No. 423/2017 at pages 44 to 102 of Book No. I, Vol. No. 1468 dated 24.04.2017, the Vendor No. 1 purchased a piece of land denominated under letter "K", admeasuring an area of 40.00 sq.mtrs., of the said bigger property bearing recent Survey no. 9/21 of Bicholim, situated adjacent to the said plot bearing recent Survey No. 9/21-B of Village Bicholim and the Vendors have initiated the necessary proceedings to amalgamate the said piece of land in said Survey No. 9/21-B of Village Bicholim.

AND WHEREAS the proposed commercial building is situated in prime market area of Bicholim City and close to the K.T.C. Bus Stand of Bicholim and other public utilities.

AND WHEREAS the Intending Purchaser has approached the Intending Vendors to purchase a shop in the said building and the Intending Vendors have agreed to construct and sell to the Intending Purchaser, a Shop bearing Shop No. \_\_\_\_\_, having a super built-up area of \_\_\_\_\_ square metres, situated on Ground Floor of the said building known as **'VASSUDEVA TRADE TOWER-WING 'B'**, more particularly described in Schedule-III written herein under, proposed to be constructed in the said plot described in Schedule-II written herein under, along with the corresponding proportionate undivided right/share in the said plot, on the terms and conditions more particularly set out herein under.

AND WHEREAS the Intending Purchaser has taken the inspection of all the title documents and verified title of the Intending Vendors and the documents related to the proposed construction and upon satisfying with the title of the Intending Vendors and the legality of proposed construction, the Intending Purchaser has agreed to purchase the said premises. So also the Intending Purchaser has verified the location and site of the property including the egress and ingress hereof and also the area of the premises as stated in this Agreement and agreed not to dispute the same.

WHEREAS the Parties herein hereby declare that the said plot 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.

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

1. The Intending Vendors shall construct and sell to the Intending Purchaser, a Shop bearing Shop No. \_\_\_\_\_, situated on Ground Floor in the proposed building known as 'VASSUDEVA TRADE TOWER-WING 'B'', as per layout shown in red colour lines in the plan annexed hereto and as per specification of construction mentioned in Schedule-IV written herein under, along with the corresponding proportionate undivided right/share in the said plot.

2. The Intending Purchaser in consideration of purchase of said shop with proportionate undivided share in the land beneath, shall pay to the Intending Vendors, the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in following manner.

a) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time of execution of the present agreement, which is paid by the Intending Purchaser to the Intending Vendors. The payment and receipt whereof the Intending Vendors do hereby admit and acknowledge.

b) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of plinth level.

c) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before casting of first slab.

d) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before casting of second slab.

e) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before casting of third slab.

f) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before casting of fourth slab.

g) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before casting of fifth slab.

h) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of masonry work.

- i) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before completion of internal finishing work.
- j) Balance Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time of handing over of possession.

**Service Tax and VAT/GST shall be extra as applicable on each payment of installments.**

The possession of the said shop 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 shop and land attached thereto in favour of the Intending Purchaser in the Office of Sub-Registrar of Bicholim.

3. Upon the receipt of total sale consideration hereinabove fixed, and any other amounts payable under this agreement from the Intending Purchaser the Intending Vendors shall transfer the said Shop with undivided share in the land attached thereto, in the name of Intending Purchaser by executing the Deed of Sale in favour of the Intending Purchaser.
4. That prior to the execution of the Deed of Sale in favour of the Intending Purchaser in respect of said shop, the Intending Purchaser shall pay all the amount pertaining to the formation of the Association/Society/legal Entity for the purpose of maintenance of the said building and its common holdings and the Intending Purchaser shall execute all the documents pertaining to the formation of the said Association/Society/legal Entity.
5. The Intending Vendors shall complete the construction of the said shop in all respect and make the same ready for possession, within 36 months from the date of execution of this Agreement except for the reasons stipulated in clause no. 8 written herein below, failing which the Intending Purchaser shall be entitled to get either compensation at the rate of 10% p.a. on the amount so paid or to cancel the present agreement by getting the refund of all the money paid by the Intending Purchaser with simple interest at the rate of 10% p.a.
6. The Intending Vendors shall by a notice in writing either by Registered Post A/D or hand delivery intimate to the Intending Purchaser regard to the completion of the said Shop on following address:



\_\_\_\_\_  
r/o. \_\_\_\_\_,  
\_\_\_\_\_;

And within a period of eight days from the date of receipt of such notice, the Intending Purchaser shall come forward to pay all the dues, if any, due and payable by the Intending Purchaser to the Intending Vendors under this agreement and take the delivery of said premises upon completing the necessary procedures thereof; failing which the Intending Purchaser shall cease to raise any claim pertaining of delivery of possession of said shop in favour of the Intending Purchaser.

7. The Intending Vendors 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. 6, 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 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. In any of the aforesaid events the Intending Vendors shall be entitled to reasonable extension of time for completion and delivery of possession of the said Shop as may be certified by the Architect or agreed mutually between the parties hereto.

8. The Intending Purchaser shall pay the amount to Intending Vendors within time as mentioned herein above. The Intending Vendors shall have absolute discretion to accept payment of any instalments or part thereof beyond the prescribed time. In case the Intending Purchaser fails to pay the instalment for the period of two months from the date they are payable, the Intending Purchaser shall be charged interest thereon at the rate of 12% per annum from the date of the default made/occurred till the date of actual payment. 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 Builder AND in non acceptance the same Intending Purchaser shall have no grievances.

9. However, in case of delay in making payment of instalments by the Intending Purchaser, the Intending Vendors 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 without interest thereon, upon deducting 30% of the amount so paid by the Intending Purchaser to the Intending Vendors, towards damages/loss.

10. If, at any time prior to the execution of the Deed of Conveyance and/or handing over the possession of the respective premises to the Intending Purchaser as stipulated in this Agreement, the floor area ratio presently applicable to the said plot described in Schedule-II hereto which is unutilised at present and if increased in future, such increase in F.A.R. shall belong to the benefit of and occur to the Intending Vendors alone, without any rebate to the Intending Purchaser. The Intending Purchaser shall not be entitled to object such increase for any reason whatsoever.

11. The Intending Vendors are entitled to construct floors on the existing building and/or to construct new building project than presently sanctioned in the area as per new Government Scheme if made applicable to this area, in future and in such an event, the floor area ratio of land mentioned hereinabove shall be calculated taking into account the said increase floor area without comparative reduction of price of the shop or premises fixed by this Agreement.

12. That the Intending Purchaser shall not construct, extend, raise, dig or fix any permanent or temporary shed/structure, soak pit, garage, water meter, advertisement/sign boards, hoardings or place, store or stock any materials in the open space, passage, access, staircase or in any other common area(s) of the said buildings project. In case, the Intending Purchaser intends to take independent water connection to his/her shop by laying pipeline through common area, then it shall be mandatory for the Intending Purchaser to obtain written NOC from the Society/Association/legal body of the said building or from the Intending Vendors/Builder in the absence of Society/legal body of the said building.

13. That after taking over the possession of said shop premises from the Intending Vendors, the Purchaser shall not in anyway extend the mezzanine floor constructed to the said Shop as per approved plan, which would increase or exceed the FAR thereby causing loss of FAR to the Intending Vendors and in event of any structural changes to mezzanine floor increasing or exceeding FAR by the Intending Purchaser, the Intending Purchaser shall become liable for necessary action and consequences thereof.

14. That the amounts and deposits to be paid for the electric connections, if any, in respect of the said Shop shall be paid by the Intending Purchaser.

15. All the expenditure incurred or to be incurred for the execution of this agreement or for the execution of any other documents or finalising the final Deed of Transfer/sale in favour of the Intending Purchaser and/or the expenses incurred on of account of any taxes such levied or to be levied by the Government/Quasi-Government/any competent authority shall be exclusively borne by the Intending Purchaser.

16. 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.

17. If the Intending Purchaser desires to make any changes in the specification or lay out, the Intending Vendors 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, on or before expiry of 30 days from the date of execution of this agreement.

18. That on receipt of full payment of the amounts due and payable by all the Intending Purchaser of all the shops & offices of the buildings phases/wings constructed in the said plot, the Intending Vendor shall assists the Intending Purchaser of the said building/blocks for forming the Co-operative Society, Registered Society, or any other Institution/Association or such other entity and the Intending Vendor shall have a first preference to take the decision in the matter to name the same as per the choice of the Intending Vendor and the Intending Purchaser along with purchasers of the other premises in the said buildings phases/wings in the said plot, shall come forward to sign all the forms, applications, deeds and other documents as may be required for the formation of the entity.

19. The Intending Purchaser agree and bind himself to join any Co-operative Society, Registered Society, or any other Institution/Association or such other entity, to be formed by the occupants of the said building to be constructed in the said plot and to

pay his proportionate share towards sinking fund, share capital, expenses of constitution and registration of such Society, maintenance, repairs and other charges such as common lights, water charges, watchman's remuneration, sweepers remuneration, caretakers salary, lift maintenance, Power Generator, etc. This obligation to pay, starts from the commencement of the deemed date of possession which shall be corresponding to 7 days from the date of intimation in writing by the Intending Vendor that the said premises are ready for possession and occupation.

20. That the Intending Purchaser before taking over of possession of the said shop, shall pay to the Intending Vendors/Builders, his membership deposit and the share of the maintenance expenses of the said building incurred by the Intending Vendors prior to the formation of the Entity/Body of the occupants of the said building.

21. It is HEREBY AGREED that it shall be lawful but not obligatory for the Intending Vendors to bear the expenses or pay the bills for the common lighting arrangements and for maintenance of common amenities to the building on its completion until the time the Society of concerned body is formed and takes over the liability to pay for such expenses or bills and in the event, the Intending Vendors having borne such expenses or paid such bills, they shall be entitled to recover from the Intending Purchaser the respective share of such expenses, within eight days from the date of receipt of Registered A.D. and/or hand delivery notice or intimation from the Intending Vendors in that behalf unless the Society or the concerned body pay the Intending Vendors in that regards.

22. The Intending Purchaser and the person(s) to whom the said shop is let, sub-let, transferred, assigned or given possession of, shall governed by and shall observe and comply with all the bye laws, rules and regulations that may be laid down by the entity from time to time and shall also be governed by the laws which may be applicable to the entity.

23. The parties to this agreement covenant that legal and effective possession of the said shop or other premises shall be handed over to the Intending Purchaser only after the following:

- a) All the payments specified in clause 2 herein above are made fully;
- b) All payments made in full for extra items or towards difference of substituted items, if any;
- c) Architect of the Intending Vendors certify that the respective shop or other premises is ready for delivery;

d) A Deed of Sale is executed and if the same is referred for the reasons that all the Intending Purchaser shall constitute/form a Co-operative Society or other Association or Body to whom the sale will be made en-bloc directly, an agreement in lieu of Sale Deed shall be executed containing substantially the same clauses as are usually contained in Deed of Sale to the extent possible and permissible, without infringing the Indian Stamp Act, the expenses whereof shall be made and borne exclusively by the prospective Purchaser.

24. At the time of taking over the possession, the Intending Purchaser shall thoroughly inspect or get inspected the said Shop for the quality of construction and for defects, if any, and get the same cured before taking over the possession. After the possession is taken over by the Intending Purchaser from the Intending Vendors, the Intending Purchaser shall be forbidden from raising any claim against the Intending Vendors or against the Intending Vendors of whatsoever nature. The cracks to the plaster/dampness in external walls shall not be considered and construed as defective work unless the Architect of the Intending Vendor opines otherwise.

25. 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.

26. That the right of the Intending Purchaser shall remain restricted to the said shop and the land appurtenant thereto.

27. That the Intending Purchaser shall be liable to pay the house tax in respect of said shop premises from the date of issue of Occupancy Certificate.

28. The PURCHASER shall use the said premises for commercial purpose only. Change in the use shall be subject to the PURCHASER obtaining at the own cost and expenses of the PURCHASER, the requisite permissions from the Body, Builder and the authorities concerned.

29. All the taxes present and future such as service tax/VAT/GST, infrastructure tax, etc. levied by the Central/State Government till the possession of shop is given to the Intending Purchaser, then the Intending Purchaser shall become liable to pay the same in addition to the sale consideration and other amount thereto stipulated herein.

30. Upon the execution of the Sale Deed in favour of the Intending Purchaser by the Intending Vendors/Intending Vendors, the Intending Purchaser shall immediately within six months from the date of execution of sale deed, carry out the process of transfer of

house tax and electricity connection in respect of said shop in the name of the Intending Purchaser in the Office of concerned Department/Authority at the cost of the Intending Purchaser and in case of failure, the Intending Purchaser shall be solely responsible for the action taken by the said concerned authority and to pay the penalties, if any, thereto to the concerned department.

31. That the Intending Purchaser shall not use the said shop premises for the purposes which may or is likely to cause nuisance or annoyance to the other occupants/purchaser of the said building or to the buildings in the vicinity or for any illegal or immoral purpose or as a boarding house, guest house, club house, nursing home, amusement or entertainment centre, eating or catering place or a meeting place or for any commercial or industrial activities whatsoever.

32. That the open terrace portion which are not allotted on exclusive basis, if any, shall remain the property of the Intending Vendors.

33. That the Intending Vendors shall be entitled for taking the further construction of remaining floor, if any, and the Intending Purchaser shall not claim any sort of objection and/or right and/or obstruct the Intending Vendors for going ahead with the remaining construction works in the said plot.

34. The total land development for the project will be executed by the Intending Vendor and the benefits of all common facilities shall be enjoyed and maintained by all the buildings/blocks constructed by the Vendors in the said plot and in the plot bearing Survey No. 9/21-A of Bicholim, as common amenities which shall include common water storage tanks, water pump, lift unit, Generator set, etc.

35. The Intending Purchaser does hereby agree and declare that he has inspected all the title and legal documents/construction plans/ permissions, in respect of said plot and the construction of the said building and the location site with all its easements and appurtenances of the proposed building and the Intending Purchaser is fully satisfied with the same and further, the Intending Purchaser is also satisfied of the authority of the Intending Vendors to execute this agreement.

36. 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 be liable to pay to the Intending Vendors an amount equal to 30% of the total consideration as cancellation charges/compensation and upon adjusting the said cancellation charges/compensation in the amount so received by the Intending Vendors

from the Intending Purchaser, the Intending Vendors shall refund the balance amount to the Intending Purchaser at the time of execution of necessary document for cancellation of this agreement.

37. In the event of any dispute arising between the parties hereto and settlement of which is not otherwise provided in this Agreement, the parties hereto agree that the matter shall be referred to the RCC Consultant to the Project and/or the Architect to the Project, for his conciliation and decision. In the event of further disputes, the matter will be referred to the Arbitrators under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bicholim, Goa.

38. That 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 affected by way of delivery of possession of the said shop premises to be affected or caused to be affected by the Intending Vendors.

39. Both the parties shall specifically perform this agreement.

#### **SCHEDULE-I**

(Description of the Entire Property)

ALL THAT Property known as "URBANO DE CASAS COM SEU CORRESPONDENTE QUINTAL, PATEO E PROPRIEDADE ANNEIXA" commonly known as "CHURCH-WADA", admeasuring an area of 2625.00 square metres, situated at Church wada, within the limits of Municipal Council of Bicholim, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, surveyed under Survey no. 9/21 of Bicholim. The said property is registered in the Land Registration Office of Bicholim under no. 6714 at page 167 of Book B 17 New, bearing Matriz No. 395 and the same has been entered in the Land Registration Office of Bicholim in the name of Jose Alfredo Augusto Maia de Souza e Menezes and his wife, Smt. Maria Aida Amelia da Costa Maia de Souza e Menezes under No. 9059 at page 167v of Book F.11 and the same is bounded as follows:

On or towards the East : by a road which goes to the Cemetery;

On or towards the West : by municipal internal road;

On or towards the North: by property surveyed under survey no. 9/12, and;

On or towards the South: by Mapusa-Sanquelim road;

**SCHEDULE - II**

(Description of the Plot)

ALL THAT Plots denominated as plot `B` & plot `C`, admeasuring total area of 600 sq. mtrs. and the piece of land denominated as plot `K`, admeasuring an area of 40 sq. mtrs., of the property known as "PREDIO URBANO DE CASAS COM SEU CORRESPONDENTE QUINTAL, PATEO E PROPRIEDADE ANNEIXA" commonly known as "CHURCH-WADA" described in the Schedule-I herein above. The Plot `B` & `C` which were the part and parcel of the Survey No. 9/21 of Village Bicholim, were first partition under independent holding bearing Survey Nos 9/21-B & 9/21-C of Village Bicholim, Taluka Bicholim, admeasuring total area of 600 sq. mtrs. and now amalgamated as single holding under Survey No. 9/21-B of Village Bicholim, Taluka Bicholim and the said piece of land denominated as plot `K`, admeasuring total area of 40 sq. mtrs., is Surveyed under Survey No. 9/21(part) of Village Bicholim, Taluka Bicholim and the said plot bearing Survey No. 9/21-B and the said piece of land denominated as Plot `K` bearing Survey No. 9/21(part) of Village Bicholim, Taluka Bicholim are situated adjacent to each other and the same is bounded as under:

On or towards the East : by the plot bearing Survey No. 9/21-G of Village Bicholim;

On or towards the West : by internal municipal road and by the plot bearing Survey No. 9/21-F of Village Bicholim;

On or towards the North: by the plot denominated as Plot Nos. L, D, J & H of Survey No. 9/21 of Village Bicholim; Plot now surveyed under No. 9/21-F of Village Bicholim and by Footpath, and;

On or towards the South: by Bicholim-Sanquelim main road.

**SCHEDULE-III**

(Description of the Shop)

ALL THAT Shop bearing Shop No. \_\_\_\_\_, having a super built-up area of \_\_\_\_\_ sq.mtrs., on the Ground Floor of the building known as `VASSUDEVA TRADE TOWER-WING `B`' under construction in the plot/property described in Schedule-II written herein above bearing Survey No. 9/21-B of Village Bicholim, Taluka Bicholim as per specifications mentioned in Schedule-IV written herein under and the said shop is bounded as under:

On the East : by



On the West : by

On the North: by

On the South: by

and the said shop is more particularly shown in red colour lining in the plan annexed hereto.

**SCHEDULE-IV**  
(Specification of the Premises)

**1. STRUCTURE:**

RCC framed structure. M20 strength concrete with 1:1-1/2:3 (1cement:1-1/2 sand: 3 aggregate) nominal mix.

**2. MASONRY WORKS:**

Laterite brick block masonry for the building.

**3. FLOORING & TILING WORKS:**

24" x 24" ceramic flooring in all Shops.

**4. PAVING:**

All paving shall be min. 400X400 size pavement tiles laid over P.C.C. 1:3:6.

**5. PAINTING:**

The internal walls will be painted with two coats of oil bound distemper, ceiling with two coats of white paint and the external walls of the building will be painted with two coats of cement paint.

**6. WATER SUPPLY:**

Large over head tank and underground tank shall be provided.

**7. ELECTRICAL:**

Fully concealed copper wiring. Provision of necessary electrical points for unit. Every Shop to have provision for a signage on the outer face of the building. 100% generation backup for light (not for AC.)

**8. TOILET:**

There will be a common toilet on the ground floor to be used commonly by the occupants of the shops situated on the ground floor of the said building. Toilet shall have one floor

mounted EWC Parry ware /Cera make or equivalent with flush tank and a wash basin (21"x18").

**9. PLUMBING AND SANITATION:**

All plumbing lines shall with CPVC pipes of approved make and all the building drainage shall be of PVC lines of specified diameter approved by the Architect.

**10. SHUTTERS:**

The shop shall have full length M. S. Rolling Shutter of 20 gauge thick painted with oil paint.

**11. 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 Vendor accordingly in advance and the same will be executed by the Intending Vendor/Builder 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 Purchaser to the Intending Vendor.

**12. GENERAL:**

Intending Purchaser shall obtain his/her own permanent electricity connections from the respective Government Departments and in this respect, the Intending Vendors shall provide the Intending Purchaser with the required electrical test report to the effect that the work are executed as per Government regulations.

IN WITNESSES WHEREOF the parties herein have hereunto set and subscribed their respective hands on the day, month and the year first herein above mentioned.

SIGNED AND DELIVERED by	}
	}
withinnamed Shri <b>SAGAR VASUDEV</b>	}
	}
<b>SHETYE</b> , the Proprietor of	}
	}
<b>M/s. VASSUDEVA ENTERPRISES</b>	}
	}
for Self and as duly constituted Power	}
	}
of Attorney for Intending Vendor No. 2	}
	}
Mrs. <b>SHEELA SAGAR SHETYE</b> .	}_____

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L. H. F. I.

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R. H. F. I.

SIGNED AND DELIVERED by                 }  
   }  
withinnamed Shri \_\_\_\_\_                     }  
   }  
\_\_\_\_\_, the INTENDING                                 }  
   }  
PURCHASER. .... } \_\_\_\_\_

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L. H. F. I.

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R. H. F. I.

IN THE PRESENCE OF WITNESSES :

1. \_\_\_\_\_

2. \_\_\_\_\_