

AGREEMENT FOR SALE AND CONSTRUCTION

THIS AGREEMENT FOR SALE AND CONSTRUCTION is made at Mapusa, Goa, on this _____ day of _____ of the year Two Thousand and Fourteen

BETWEEN

- 1. MRS. ROSALLIA EVELETANE FERNANDES**, wife of Joaquim Aleluia Fernandes, aged 49 years, service, married, Indian National, PAN Card no. AAIPF2445E, and her husband,
- 2. MR. JOAQUIM ALELUIA FERNANDES**, son of Magno Francisco Minguel Joao Luis Antao, aged 49 years, service, married, Indian National, PAN Card no. ABXPA0432E, both resident of 5th floor, SFX Tower, opposite MPT Institute, Vasco- Da- Gama, Marmugao, Goa.
- 3. MRS. SUILLAN MARIA FERNANDES**, wife of Anthony Jorge, aged 39 years, service, married, Indian National, PAN Card no. ATEPG4497J, and her husband,
- 4. MR. ANTONY JORGE**, son of Bruno Januario George, aged 47 years, service, married, Indian National, PAN Card no. AEWPG2729Q, both resident of H. No. 139, Opposite MPT head administrative Building, Head land Sada, Marmugao, Goa.

- 5. MRS. VANITA ROHIDAS NAIK**, wife of Rohidas Naik, aged 41 years, service, married, Indian National, PAN Card no. AISPN5270F, and her husband,
- 6. MR. ROHIDAS PANDURANG NAIK**, son of late Pandurang Naik, aged 44 years, self-employed, married, Indian National, PAN Card no. AERPN9320H, both residents of H. No.872, Haldanwadi, Mayem, Bicholim, Goa, and both represented by their brother/brother in law as duly authorized power of attorney **MR. DAMODAR RAMANATH KANNAIK**, Son of Ramnath Kannaik, aged 38 years, Married, Service, Indian National, PAN Card no. ANIPK8022D, resident of H.No.1249, Kannaikwada, Morjim, Pernem, Goa, vide Power of attorney dated 13/10/2017, duly executed before Notary Public Adv. D. S. Petkar, at Mapusa, Goa, under serial no. 18083/2017, hereinafter called **“LAND OWNERS/VENDORS”** (which expression shall unless repugnant to the meaning and context thereof be deemed to include their heirs, successors, administrators and assigns) of the **FIRST PART**

AND

MR./MRS. _____

Sonof _____, aged _____ years,
 _____, Married, Business, National, PAN Card

no. _____,

Residing

at _____

, Hereinafter called as **“THE PURCHASER/PROSPECTIVE FLAT HOLDER”**
(which expression shall mean and include all his heirs, successors, legal
representatives, attorneys, administrators, executors and assigns) of the

SECOND PART:

AND

M/S RAVINDRA CONSTRUCTIONS, PAN NO. AAJFR2022A Partnership
Firm its office at T-2, Vinayaka Apartment , Pandit wada, Ponda Goa
403401, represented by its Partner 1) **MR. SURESH RAVINDRAN**, son of
SRI .RAVEENDRAN VASU, 43years of age, married, businessman, having
PAN NO. ASUPR6328J, and (2) **MR. DINESH RAVEENDRAN**, son of SRI
.RAVEENDRAN VASU ,41years of age, married, businessman, having **PAN**
NO: AUSPR9063L, both Indian National, hereinafter called as the
“BUILDERS” (which expression shall unless it be repugnant to the context
or meaning thereof, be deemed to include his heirs, successors, executors,
administrators and permitted assigns) of the **THIRD PART;**

WHEREAS there exist a property known as **“GaumsoVaddi” or “BormachemBattulem” or BamonachemBatulem” or ChamaranchemBatta” or Paulo GaddachemBatta”** situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26233 at folio 158 overleaf of B 67, and presently surveyed under survey no. 19/13 of village Siolim, Bardez, Goa, totally admeasuring 1825sq. mts, which property is hereinafter referred to as **“THE SAID PROPERTY NO. I”** and more fully describe in the schedule no. I hereunder written.

AND WHEREAS there exist known as **“GaumsoVaddi” or “BormachemBattulem” or BamonachemBatulem” or ChamaranchemBatta” or Paulo GaddachemBatta”** situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26229 at folio 156 reverse of B 67, and presently surveyed under survey no. 19/1A of village Siolim, Bardez, Goa, totally admeasuring 620.00 Sq. Mts., the property Hereinafter referred to as **“THE SAID PROPERTY NO. II”** more fully described in the **Schedule no. II** hereunder written;

AND WHEREAS the land owners/Vendors no. 1 to 4 is lawful owners in possession of the said property no. I, and the land owners/vendors no. 5 and 6 are lawful owners in possession of the said property no. II.

AND WHEREAS vide Deed of Sale with Discharge of the Price, Discharge of Consideration, release and relinquishment dated 16/08/1920 Miss. Anna Clotildes Florencia Luizinha de Souza Ticlo alias Ana Clotildes Luisinha Florrenca de Nazareth, widow of Antonio Cassiano and her sons Bras Antonio de Souza Ticlo alias Jose Bras Caetano Antonio de Souza Ticlo and his wife Mrs. Maria Carolina Brigida Paes Pereira, Joao Antonio Fredrico Diogo De Souza Ticlo alias Joao Antonio de Souza Ticlo, Pedro Avelino Verissimo Paulo de Souza Ticlo, sold the bigger property known as Bormachem Battulem” or Bamonachem Batulem” or Chamaranchem Batta” or Paulo Gaddachem Batta” in the Land Registration office under No. 8232 at folio 184 of B 21 (new) to Joaquim Santan Fernandes, Jose Vicente Fernandes and Aleixo Francisco Manuel Fernandes, said Aleixo Francisco Manuel Fernandes was in capacity of Manager of the Affairs of Ana Rita Lobo, widow of Matias Fernandes.

AND WHEREAS subsequently on 08/04/1921 Deed of Division of Common property was executed between **Joaquim Santan Fernandes and his wife Ana Joana Pacheco**(on one part) Jose Vicente Fernandes and his wife Maria De Brito (on second part) and **Ana Rita Lobo, widow of Matias Fernandes**(on third part) and in the said Deed of Division of Common property the property purchased vide Deed of Sale with Discharged of the Price, Discharge of Consideration, release and relinquishment dated 16/08/1920 was divided into Six equal parts and the first and second plot was allotted to Joaquim Santan Fernandes and his wife Ana Joana Pacheco(on one part), and the third and fourth plot was allotted to Ana Rita Lobo, widow of Matias Fernandes (on third part).

After Deed of Division of Common property Dated 08/04/1921 Flow of title of the said property no. I

WHEREAS the said third plot which was described on the Deed of Division of Common property dated 08/04/1921 i.e. on the east: by the property of Antonio Caetano, on the west: by the property of the heirs of Balchior Mariano Fernandes, on the north: by the first plot, and on the south by the fifth plot is found inscribed in favour of **Ana Rita Lobo, widow of Matias Fernandes**, and the said third plot is described in the Land

Registration office under No. 26233 at folio 158 overleaf of B 67. The said first plot is also having old cadastral survey number 2294.**[THE SAID PROPERTY NO.I]**

AND WHEREAS the old survey records i.e. old cadastral survey number 2294 of the said property no. I is inscribed in the name of **Ana Rita Lobo, widow of Matias Fernandes**, and the said property no. I is now surveyed under survey no. 19/13 of village Siolim, Bardez, Goa, and presently name of land owner/vendor nos. 1 and 3 is appearing in the occupant column of the form I & XIV of the said property no.1.

AND WHEREAS said Ana Rita Lobo was died 06/01/1967 died leaving behind her son Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes who was married to Mrs. Natalia Maria Fernandes. That said Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes was died on 02/02/1960, and subsequently his wile Mrs. Natalia Maria Fernandes was died on 19/04/1969.

AND WHEREAS upon death of above mentioned three persons Deed of Relinquishment of Rights and Succession was drawn in the office of the Notary Ex- Officio Bardez, at Mapusa in Book No. 464, at pages 26 to 29, dated 23.11.1992, and accordingly grand daughters of Ana Rita Lobo and daughters of Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes and Mrs. Natalia Maria Fernandes, namely Miss. Candida Genoveva Fernandes alias Monica Candida Genoveva Fernandes and Miss. Delifina Preciana Fernandes alias Sister Vivina Fernandes, relinquished their right from the property/estate of their grandmother and parents, and the only grandson of Ana Rita Lobo and son of Mr. Peter Constance Fernandes alias Pedro Constancio Fernandes alias Peter fernandes and Mrs. Natalia Maria Fernandes, Mr. Antonio Joao Bernardo Fernades was declared as the sole owner of the estate left by his grand mother and his parents.

AND WHEREAS the said Mr. Antonio Joao Bernardo Fernades alias Jhon Fernandes was died on 13/09/2003 and upon his death Inventory proceeding was initiated by his wife Mrs. Margarida Fernandes before Civil Judge Senior Division and the said inventory was registered under Inventory proceeding no. 160/2013/A, in the said inventory said property

no. I was listed under item no. III, and in the auction which was held on 22.04.2013 in the Inventory proceeding no. 160/2013/A the said property no. I, i.e. item no. III was jointly purchased by the daughters of Mr. Antonio Joao Bernardo Fernades alias Jhon Fernandes namely Mrs. Rosalina Eveletane Fernandes and Mrs. Suillan Maria Fernandes i.e. land owner/vendor nos. 1 and 3.

AND WHEREAS name of Mrs. Rosalina Eveletane Fernandes and Mrs. Suillan Maria Fernandes i.e. land owner/vendor nos. 1 and 3 also inserted in the occupant column of the form I and XIV of the said property no. I.

AND WHEREAS land owner/vendor no. 2 is the husband of the landowner/vendor no.1, and land owner/vendor no. 4 is the husband of the landowner/vendor no.3, and as such he is half share holder under the regime of communion of assets, law prevailing in state of Goa;

AND WHEREAS in view of above land owners/vendors have acquired right in the said property no. I, and as such they become lawful owners in possession of the said property no. I.

**After Deed of Division of Common property Dated 08/04/1921 Flow
of title of the said property no. II**

WHEREAS the said first plot which was described on the Deed of Division of Common property dated 08/04/1921 i.e. on the east: by the property of Antonio Caetano Jose Augusto De souza, on the west: by the property of the heirs of Balchior Mariano Fernandes, on the north: by the public road, and on the south by the third plot is found inscribed in favour of Joaquim Santan Fernandes and his wife Ana Joana Pacheco under inscription no. 19175 on 09/09/1924 at folio 166 G 25, and the said first plot is described in the Land Registration office under No. 26229 at folio 156 reverse of B 67. The said first plot is also having old cadastral survey number 2296.

AND WHEREAS the old survey records of the i.e. old cadastral survey number 2296 of the said property no. II is inscribed in the name of Ana Joana Pacheco, widow of Joaquim Santan Fernandes, and her children Maria Florina Fernandes, wife of Matias Fernandes and Maria Victoria Fernandes, wife of Miguelinho Noronha, and the said property no. I is

presently surveyed under survey no. 19/1 of village Siolim, Bardez, Goa, and name of Maria Floriana Fernandes and Maria Vitoria Fernandes name is appearing in the occupant column of the form I & XIV of the said property.

AND WHEREAS the legal heirs of said Maria Victoria Fernandes alias Maria Vitoria Noronha and her husband Minguel Francisco Noronha alias Minguel Jose Francis Noronh initiated Inventory proceeding before the Civil Judge senior Division at Mapusa, which was registered under Inventory Proceeding no. 247/2016/B to partitioned the estates of Late Joaquim Santana Fernandes his wife late Anna Joana Pacheco and their children Late Maria Florina Fernandes alias Filomena Fernandes and her husband late Mateus Fernandes and late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha.

AND WHEREAS consent terms dated 24.04.2017 was filed by all the interested parties and administrator and it was agreed that the said property which is listed in item no. 1 of the inventory proceeding be

allotted to legal heirs of late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha, and item no.2 of the inventory proceeding be allotted to the legal heirs of Late Maria Florina Fernandes alias Filomena Fernandes and her husband late Mateus Fernandes. In pursuance to the consent terms dated 24.04.2017 final chart of allotment was drawn and said property i.e. item no.1 was allotted to the legal heirs of late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha and final order dated 28/06/2017 was passed in the Inventory Proceeding no. 247/2016/B confirming the said final chart of allotment.

AND WHEREAS the said legal heirs of late Maria Vitoria Fernandes alias Maria Vitoria Noronha and her husband Miguel Francisco Noronha alias Minguel Jose Francis Noronha, namely (1) Mrs. Regina Conceicao Noronha (2) Mrs. SucurinaAdlima Noronha Faria, (3) Mr. Cajetan John Faria, (4) Mr. Michael Brouno Noronha alias Michael Bruno Noronha, (5) Mrs. Ana Graca Noronha, (6) Mrs. ApolinaCursina Noronha, (7) Mr. Wilfred Robert Noronha, (8) Mrs. MeleciaFausta Mendes e Noronha alias Melicia Mendes, (9) Mr. Agnelo Alex Noronha, (10)Maria Cheryl John Rodrigues, (11)Mr. John Casper

Rodrigues,(12)Mrs. Santana Filomena Mercelina Fernandes, (13) Mr. Joseph Maria Fernandes, and (14) Mr. Oswald Anthony Noronha, sold the said property no. II i.e. plot admeasuring 660 Sq. Mts., denominated under no. A which is the part and parcel of a property known as **“GaumsoVaddi” or “BormachemBattulem” or BamonachemBatulem” or ChamaranchemBatta” or Paulo GaddachemBatta”** situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26229 at folio 156 reverse of B 67, and presently surveyed under survey no. 19/1 of village Siolim, Bardez, Goa, totally admeasuring 1600sq. mts, to the land owner/vendor no. 5 vide Deed of Sale dated 13/09/2017, registered under no. Book-1 Document, registration no. BRZ-BK1-03777-2017, CD No. BRZD790, on date 14.09.2017.

AND WHEREAS the land owner/vendor no. 5 included her name in the occupant column of the form I and XIV of the said property no. 2 and subsequently also carried out partition of her sub holding and obtain separate survey number i.e. Survey no. 19/1A of village Siolim, Bardez, Goa, for totally admeasuring 660.00 Sq. Mts.**[THE SAID PROPERTY NO.II]**

AND WHEREAS land owner/vendor no. 6 is the husband of the landowner no.5, and as such he is half share holder under the regime of communion of assets, law prevailing in state of Goa;

AND WHEREAS in view of above first land owners have acquired right in the said property no. II, and as such they become lawful owners in possession of the said property no. II

AND WHEREAS Land Owners/vendors with intention to construct a modern 03 floor (Basement, Ground Floor+02) storey residential cum commercial apartment building, engage the Developer for such construction and therefore land owners/vendors entered in to Agreement For Development and Construction dated 28/10/2017, duly executed before Notary Public Adv. D. S. Petkar at Mapusa under serial no. 18844/2017, dated 28/10/2017, and as such the Developer has agreed to mobilize fund from its own resources and or taking advance from the prospective purchasers and provide materials, equipments, manpower and other necessary accessories for construction of a 03 floor (basement Ground, Floor+02) comprising of 20 flats and 01 shop, club house and

society office, as per plan to be approved by the Land owner from the office of Town and Country Planning in the name and style of **“THE MEADOWS”**. The said project/building hereinafter called as **“The Said Building”**

AND WHEREAS the Land Owner/Vendors no. 1 to 4, in consideration of the land as described in the schedule no. I below shall get completed apartments and get the ownership of five (05) residential flat with car parking spaces for each flat in the basement along with un-demarcated and undivided proportionate share in the land as detailed below. (The allotments of flats and car parking are more particularly described in the table written bellow)

AND WHEREAS the Land Owner/vendor no. 5 and 6, in consideration of the land as described in the schedule no. II, and cost of approval of entire project shall get completed apartments and get the ownership of three (03) residential flat with car parking spaces for each flat in the basement, and one (01) shop on the ground floor without space for car parking along with un-demarcated and undivided proportionate share in the land as

detailed below. (The allotments of flats and car parking, and shop are more particularly described in the tables written bellow)

AND WHEREAS The Developer shall get remaining twelve (12) residential flat with car parking spaces for each flat in the basement along with undemarcated and undivided proportionate share in the land in the manner as described below which the Developer may dispose off and sell of the proportionate land for prospective buyers. (The allotments of flats and car parking are more particularly described in the table written bellow)

AND WHEREAS the land owner/vendor nos. 1 and 3 have obtained necessary conversion Sanad from the Additional Collector of North Goa bearing registration no. 4/269/CNV/AC-III/2017/95 dated 31/01/2018 in respect of the said property no. I, and the land owner/vendor nos. 5 has obtained necessary conversion Sanad from the Additional Collector of North Goa bearing registration no. 4/104/CNV/AC-III/2018/950 dated 09/08/2018 in respect of the said property no. II.

AND WHEREAS the Village Panchayat of Siolim has also issued the Construction license, bearing No.F.04/VPSS/2018-2019/ResB- Comp W-Well-SwP/724, dated 25/07/2018 for the construction of the said building in the said property no. I and II, in conformity with the plans and development permission of the Town and Country planning & Development Authority under no. TBP/4033/SIO/TCP-18/1916, dated 22/05/2018.

AND WHEREAS the land owners/Vendor have obtained aforesaid necessary approval and permission from the concerned authorities for putting up the said project as per the plans and specification in this Agreement.

AND WHEREAS the purchaser/prospective holder has shown his desires to finance, purchase and acquire the residential Flat bearing No._____ having a total Super built up 708/794 sq.ft., hereinafter referred to as **“THE SAID BUILDING”** more fully described in the Schedule no. III hereunder written. (Along with proportionate undivided share in land of the said property no. I and II.)

AND WHEREAS the purchaser/Prospective holder after being satisfied with the tile document of the said property NO. I and II has approached Vendor/Builder that he/ she/ they desire to finance, purchase and acquire “**THE SAID BUILDING**” more fully described in the Schedule no. III hereunder written. (Along with proportionate undivided share in land of the said property,) for total consideration of Rs. _____ (Rupees _____ Only) which is its fair market value, under the terms and condition herein mentioned below.

NOW THIS AGREEMENT WITNESES AS UNDER:-

1. For the purpose of this Agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-
 - (i) “**The said Building**”. Shall mean the promised as described in the **SCHEDULE – III** herein after written and the conclusion of this Agreement.

- (ii) **“The said Property no. I and II”** shall mean the landed property described in the **SCHEDULE-I and II** herein after written.

- (iii) **“The Service”** in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or to his office staff or family member: but in case it sent by post, the service shall be deemed to have been effected on the third day of its posting of the same at the addresses given hereinabove, whether or not the same is actually served or any acknowledgement thereof is received back by the sender.

- (iv) **“The Super built-up area”** shall mean a total area obtained after adding to the built up area of the premises, such additional area that will be derived after multiplying the common areas of the building by a fraction obtained upon dividing the built-up area of the particular premises by the total built-up areas of the entire building.

- (v) **“The built-up area”** shall mean the area of the premises including the area occupied by the walls, balconies and projections if any. However, in the event there is a common wall between two premises, then the area of such wall shall be taken at 50% of the area occupied by it.)

- (vi) **“The common areas”** shall mean areas of entrance on each floor, landings, on either side of staircase as in between the stairs, the area of staircases, passages, area below the staircases, the space occupied by each floor and areas of projections of the building, Cabin, Compound Wall, Paving.

Transaction:

2. The VENDORS/BUILDERS shall construct for the PURCHASER/PROSPECTIVE HOLDER the said premises in the proposed Building, which is more particularly described in the SCHEDULE no. III, to be constructed by the VENDOR/BUILDER in the said property No. I and II, under the project name **“THE MEADOWS”** as per layout shown in red colour lines in the plan annexed hereto and as per specifications, the minimum of which is given in Schedule No.IV.

Car parking:

Car parking space of one car for each flat available in the Basement.

Consideration and payment thereof:

3. The PURCHASER/PROSPECTIVE HOLDERS agree to pay to the VENDOR/BUILDER as sum of Rs _____/- (Rupees _____ only) towards the finance for costs of construction of the said premises and for rendering services towards the construction of the said premises which sum shall include costs of material like cement, steel, flooring tiles, kitchen platform and other ancillary costs of items including labour and service charges to execute the said work to complete the construction in all respects for delivery of ready possession to the PURCHASER/PROSPECTIVE HOLDERS in course of time before _____, in the hands or to the credit of the Builder alone, by way of crossed account payee cheque or Demand draft or pay order, payable at Mapusa, Goa in the manner stipulated in the Schedule No.III hereinafter appearing.
4. The PURCHASER/PROSPECTIVE HOLDERS shall also pay to the Builder a sum of Rs. _____/- (Rupees _____ only) towards the costs and sale price of undivided/proportionate share of land corresponding to the area of the said flat which is the present fair market value of the said proportionate/undivided share of land agreed to be sold

and conveyed to the PURCHASER/PROSPECTIVE HOLDERS in the course of time.

Essence of contract

5. The parties do hereby agree that time for payment of the installments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any such installments or part thereof shall be deemed to be the reasonable time and cause for the VENDOR/BUILDER to terminate this agreement. In that regard, it is agreed between the parties here to that in case if such delay, it is agreed between the parties here to that in case of such delay, the VENDOR/BUILDER shall have absolute right and discretion to accept payment of any installments or part thereof beyond the prescribed time, but the such delayed payment shall not be deemed to be waiver of the right of termination of the Agreement by the VENDOR/BUILDER and that it shall not right of the VENDOR/BUILDER to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be constructed as deviation from this agreement and shall not in any way, change or alter the time for the payment of further installments herein specified.

Termination

6. However, in case of delay in making payment of any of the installments by the PURCHASER/PROSPECTIVE HOLDER, the VENDOR/BUILDER shall issue a notice in writing in that regard to that PURCHASER/PROSPECTIVE HOLDER the address mentioned herein, and in the entire defaulted amount is not paid to the VENDOR/BUILDER within ten days from the date of service of such notice, then this Agreement shall be deemed to have been validly terminated without need of any further notice to that effect to the PURCHASER/PROSPECTIVE HOLDER, even though the money till then received from the PURCHASER/PROSPECTIVE HOLDER is not returned by the VENDOR/BUILDER to the PURCHASER/PROSPECTIVE HOLDERS.

Return of money and place of refund

7. In case of such termination, the VENDOR/BUILDER shall repay to the PURCHASER/PROSPECTIVE HOLDER the entire amount actually received till then by the VENDOR/BUILDER from or on behalf of the

/PURCHASER/PROSPECTIVE HOLDER, only upon finding another buyer for the said premises and upon receiving money from such new buyer sufficient to return the entire amount received from or on behalf of the PURCHASER/PROSPECTIVE HOLDER, no interest shall be payable, at all, by the VENDOR/BUILDER on such accounts to be refunded.

8. It is specifically agreed that such refund shall be collected by the PURCHASER/PROSPECTIVE HOLDER from the Head Office of the VENDOR/BUILDER by giving to the VENDOR/BUILDER, at least, 48 hours notice prior to arrival of the PURCHASER/PROSPECTIVE HOLDER to collect such refund. Such refund shall be made by Cheque payable at Panaji/Mapusa, Goa.

Compliance of obligations under FEMA:

9. If the PURCHASER/PROSPECTIVE HOLDER categorically declares that he is/is not an Indian Citizen, but he is an Indian Citizen Resident outside India/a person of Indian Origin but had earlier held Indian passport, and that all the payment under this Agreement must be made

by him / her either by remittance of funds from abroad through normal banking channels or out of NRE / NRO / FCNR account and further he / she shall also comply with all the requirement of the Foreign Exchange management Act, 1999, and the Rules and Regulations made there under:

Alteration in the layout of the said premises or changes in the specification and plans:

10. If the /PURCHASER/PROSPECTIVE HOLDER desires to make any changes in the specifications or layout of the said premises, the VENDOR/BUILDER may at their sole discretion, carry out such changes if said by the PURCHASER/PROSPECTIVE HOLDER as per the market rate or as per the rate mutually agreed between the parties in writing. The PURCHASER/PROSPECTIVE HOLDERS shall also certify it by the project engineer or Architect or RCC consultant. The PURCHASER/PROSPECTIVE HOLDER shall have to pay to the VENDOR/BUILDER, the additional cost of such changes/additions before the relative item of work are taken up for execution

11. However, the PURCHASER/PROSPECTIVE HOLDER is required to intimate in writing such changes in the specification and layout, to the VENDOR/BUILDER, on or before expiry of 30 days from the date of execution of this Agreement.

12. The VENDOR/BUILDER are entitled to alter the plans of construction of the said premises as well as of the building wherein the said premises is to be constructed or even of the entire project, as per the requirement of the architect/engineer or the sanctioning authorities.

Inspection of the said premises and documents:

13. It shall be the obligation of the /PROSPECTIVE HOLDER to inspect or to get inspected from the authorized representative, the construction of the proposed building as well as the construction of the said premises, so that objections, if any, regarding defect in such construction or execution of such items or construction shall be raised by the PURCHASER/PROSPECTIVE HOLDER or the authorized representative,

in writing, while such work is in progress or within one week from the date of the execution of such items. If no such objections are given within such period, and then it shall be deemed that execution of such item has been done with the full consent and concurrence of the PURCHASER/PROSPECTIVE HOLDER.

14. The PURCHASER/PROSPECTIVE HOLDER hereby agrees and declares that he has inspected all the title documents of the PREDECESSORS OWNERS of the said property, the Agreements between the PREDECESSORS OWNERS and the VENDOR/BUILDER hereinabove mentioned and also all the approvals, permissions licenses, etc. obtained for the construction of the buildings in which the said premises shall situate, including the plans approved there under and that he is fully satisfied about the title of the PREDECESSORS OWNERS regarding the said lands being free of all encumbrances: about the authority of the VENDOR/BUILDER to execute this Agreement and about the legality of the construction of the said premises and the building in which the same shall situate.

15. At the time of taking delivery of the said premises, the PURCHASER/PROSPECTIVE HOLDER shall thoroughly inspect or get inspected the said premises for the quality of construction and defects, if any, and get the same cured before taking delivery of the said premises. After the delivery of the said premises is taken over by the PURCHASER/PROSPECTIVE HOLDER from the VENDOR/BUILDER, the PURCHASER/PROSPECTIVE HOLDER shall be forbidden from raising any claim against the VENDOR/BUILDER of whatsoever nature.

Completion of delivery:-

16. Upon the receipt of total cost of construction hereinabove fixed and upon payment of any other amounts payable under this Agreement, the VENDOR/BUILDER shall construct the said premises in the name of the PURCHASER/PROSPECTIVE HOLDER and shall also cause a document of transfer to be executed by the owners of the said lands in respect of the proportionate share in the said lands on prorate basis unto the PURCHASER/PROSPECTIVE HOLDER except when a co-operative society or a registered society or any other institution is formed or proposed to be

formed for the purposes of maintenance to the building /s to be constructed in the said lands, in which event, the entire said lands, or any part thereof shall be transferred unto the said society or institution so formed, which society shall be issuing share certificate and the Allotment Letter allotting the said PURCHASER/PROSPECTIVE HOLDER after admitting the PURCHASER/PROSPECTIVE HOLDER to its membership. The PURCHASER/PROSPECTIVE HOLDER hereby agrees and undertakes to join as member/s of such society or institution to be formed and also from time to time sign and execute all required application, undertaking, declarations etc., for registration of such society institution.

17. Subject to the conditions of payment of installments and other payments to be made by the PURCHASER/PROSPECTIVE HOLDER to the VENDOR/BUILDER as stipulated herein, the VENDOR/BUILDER shall complete the construction of the said premises in the proposed building, in all respects as per the specification mentioned in the ANNEXURE annexed hereto and forming part of this Agreement, and tender delivery of the said premises to the PURCHASER/PROSPECTIVE HOLDER on time.

18. The VENDOR/BUILDER shall not incur any liability if they are unable to complete the construction and / or deliver the said premises within the period stipulated herein. 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 VENDOR/BUILDER, including withholding of grant of completion certificate and / or the Occupancy Certificate by the concerned authorities. In any of the aforesaid events, the VENDOR/BUILDER shall be entitled to reasonable extension of time for completion and delivery of the said premises as may be certified by the Engineer/Architect or agreed mutually between the parties hereto.

19. At the time of taking delivery of the said premises from the VENDOR/BUILDER, the PURCHASER/PROSPECTIVE HOLDER shall sign and execute the following:-

- (a) **“LETTER OF POSSESSION”** based on the standard format of the VENDOR/BUILDER, which shall be the only proof and document of taking delivery of the said premises by the PURCHASER/PROSPECTIVE HOLDER from the VENDOR/BUILDER.
- (b) Society formation papers and byelaws and/or membership from, declaration, undertakings etc. as per the formats prescribed by Registration authorities.
- (c) Transfer form for House – Tax transfer and application, undertaking, affidavit etc.
- (d) Transfer form for Electricity connection transfer and water connection transfer if provided, and application, undertaking, affidavit etc.

Formation of an entity or Co-operative Housing Society:-

- 20. The parties covenant that in case any co-operative housing society or registered society or any other institution or association is formed for the maintenance and repairs and for rendering any other service for the benefit of the proposed buildings to be constructed in the said lands, then the PURCHASER/PROSPECTIVE HOLDER shall be bound to be a

member thereof on payment of such fees and charges as may be fixed by such society or institution for the purposes of maintenance or repairs and service to the said buildings.

Other amounts payable under this Agreement:

21. The PURCHASER/PROSPECTIVE HOLDER hereby agrees and undertakes to pay to the VENDOR/VENDOR/BUILDER, at the time of taking delivery of the said premises or on demand, the following amounts:-

- (a) Rs. _____/- (Rupees _____ only, as advance towards the expenditure involved in the formation of the Society/Entity and the expenses towards maintenance and provision of common amenities to the project and also towards the share in the management fee payable to the VENDOR/BUILDER actual expenses done till formation of the society / entity and till the VENDOR/BUILDER require the Managing Committee or such Society / Entity to look after the maintenance of the building and meeting common expenses on its own.

(b) Rs. ____/- (Rupees_____ Only) as contribution towards share capital and membership fee of the society / entity.

22. If the aforesaid amount so paid by the PURCHASER/PROSPECTIVE HOLDER is exhausted / over before formation of the society / Entity and / or taking over of the maintenance by the Managing Committee, the PURCHASER/PROSPECTIVE HOLDER shall be liable to pay to the VENDOR/BUILDER addition sum towards maintenance of the building / s, as may be demanded by the VENDOR/BUILDER.

23. It is hereby specifically agreed by the PURCHASER/PROSPECTIVE HOLDER that the VENDOR/BUILDER shall have the sole authority to decide the quantum, quality and / or nature of expenditure to be made and the purpose for which it has to be made, however all such expenses shall be towards and in respect of maintenance and payment common expenses for the project including society formation expenses, legal expenses towards drafting conveyance deed in favour of the society, management service charges as stated herein above, etc; and consequently, the PURCHASER/PROSPECTIVE HOLDER shall not have

rights to question the VENDOR/BUILDER in whatsoever manner, regarding the expenditure made by the VENDOR/BUILDER in that regard.

24. The VENDOR/BUILDER shall maintain a separate account in its book for recording the receipts and expenses, for the purpose of this clause.
25. The PURCHASER/PROSPECTIVE HOLDER shall also pay to the VENDOR/BUILDER, at the time of taking delivery of the said premises or on demand, the amounts towards expenses and security deposits paid or to be paid for obtaining the separate water connection for the said premises. The charges for obtaining electric connection of required load shall be Rs.50, 000/- for single phase electric connection and Rs. 10, 000/- for PWD Water Connection.
26. The PURCHASER/PROSPECTIVE HOLDER shall also be liable to pay to the VENDOR/VENDOR/BUILDER at the time of taking delivery of the said premises or on demand, the following:

- (a) Electricity charges as per the bills raised by the Electricity Department in respect of the said premises from the date of connection or from the date of the Agreement, whichever is later, till the date of taking delivery of the said premises; thereafter the same shall be the exclusive responsibility of the PURCHASER/PROSPECTIVE HOLDER to bear and pay the same.
- (b) House – Tax in respect of the said premises from the date of issue of Occupancy Certificate or from the date of this Agreement, whichever is later, till the date of taking delivery of the said premises; thereafter the same shall be the exclusive responsibility of the PURCHASER/PROSPECTIVE HOLDER to bear and pay the same.
- (c) Infrastructure – Tax in respect of the said premises, as may be levied and collected or to be collected by the competent authorities, at the time of Registration of Agreement.
- (d) The PURCHASER/PROSPECTIVE HOLDER shall be liable to pay Service Tax (GST) to the Builder either at the time of Registration of Agreement during construction till completion stage, the amounts applicable and specified by the law.

- (e) Legal Charges of Rs. 18000/- towards Registration of sale agreement.
- (f) Any expenditure to be incurred on account of any taxes levied or to be levied by the government / quasi government / any competent authority, in respect of the said premises and the proportionate share in the said property, shall be totally borne by the PURCHASER/PROSPECTIVE HOLDER.
- (f) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution of this Agreement or for the execution of any other document / s or finalizing the final Deed of Transfer by virtue of this Agreement in favour of the PURCHASER/PROSPECTIVE HOLDER or the society / Entity, shall be borne by the PURCHASER/PROSPECTIVE HOLDER.

Transfer and user of the said premises:

27. The PURCHASER/PROSPECTIVE HOLDER shall have no right to transfer / assign or sell the rights and interests created by virtue of this Agreement unless the same is duly consented by the VENDOR/BUILDER,

and if such transfer is required to be made after formation of the society / Entity the pros. Holder shall obtain consent from such society / entirely in addition to obtaining consent from the VENDOR/BUILDER. However, such consent from the VENDOR/BULDER shall not be necessary after executing the required conveyance deed in favour of such Society /Entity, in respect of the said lands or any portion thereof.

28. The PURCHASER/PROSPECTIVE HOLDER shall use the said premises for residential purpose only. Change in user shall be subject to the PURCHASER/PROSPECTIVE HOLDER obtaining at the own cost and expenses of the PURCHASER/PROSPECTIVE HOLDER, the requisite permissions from the society/entity, builder and the authorities concerned.

Service of notice:

29. Any intimation, by way of notice or otherwise, to be given to the PURCHASER/PROSPECTIVE HOLDER by the VENDOR/BUILDER, shall be deemed to be served on the PURCHASER/PROSPECTIVE HOLDER, if the same is sent through ordinary post / registered post / under certificate of posting / courier service / fax / e-mail or hand delivered, at the following name and address:_____

Settlement of Disputes:

30. 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 installments, shall be finally settled by a certificate of such stage or final completion by the Architect or RCC Consultant and such certificate shall be binding on the parties hereto.

31. 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 arbitrations under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Panaji / Mapusa, Goa.

Transfer of House – Tax and Electricity and Water Connection:

32. Upon taking delivery of the said premises, it shall be the responsibility of the PURCHASER/PROSPECTIVE HOLDER to get the house – tax records, electricity connection and water connection if provided in respect of the said premises transferred in the name of the PURCHASER/PROSPECTIVE HOLDER, at the costs and expense of the PURCHASER/PROSPECTIVE HOLDER, including payment fee, charges and security deposits if any to be made to the concerned departments for such purposes.

Other conditions:

33. If, at any time prior to the execution of the final Deed of Conveyance and / or handing over delivery of the said premises to the PURCHASER/PROSPECTIVE HOLDER as stipulated in this Agreement, the floor area ratio presently applicable to the said lands is increased, such increase shall ensure for the benefit of the BUILDER alone, without any rebate to the PURCHASER/PROSPECTIVE HOLDER or the Society / Entity or the owners of the said lands.
34. Nothing contained in this Agreement shall be construed as demands or assignment or conveyance or encumbrance on the said lands or any portions thereof. Such demands or assignments or conveyance shall be only effected by way of delivery of the said premises to be done or caused to be done by the VENDOR/BUILDER
35. All the documents to be extended between the PURCHASER/PROSPECTIVE HOLDER and the VENDOR/BUILDER and / or the owners of the said lands and / or the owners of the said lands and / or the society / entity shall be prepared by the Advocate of the

VENDOR/BUILDER at the expenses of the PURCHASER/PROSPECTIVE HOLDER.

36. . The OWNER hereby confirm and consents to the transaction entered into between the VENDOR/BUILDER and the PURCHASER/PROSPECTIVE HOLDER.

37. Delivery of the said premises is not handed over to the PURCHASER/PROSPECTIVE HOLDER by this agreement.

38. All the parties hereto shall specifically perform agreement.

SCHEDULE – I

(Description of the said property no. I)

All that landed property property known as **“GaumsoVaddi” or “BormachemBattulem” or BamonachemBatulem” or ChamaranchemBatta” or Paulo GaddachemBatta”** situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the

property described in the Land Registration office under No. 26233 at folio 158 overleaf of B 67, and presently surveyed under survey no. 19/13 of village Siolim, Bardez, Goa, totally admeasuring 1825sq. mts, and bounded as under:-

On the East: By the property bearing survey no. 19/2.

On the West: By the property bearing survey no. 21/2.

On the North: By the property bearing survey no. 19/1 and 1A.

On the South: By the property bearing survey no. 19/14

SCHEDULE – II

(Description of the said property no. II)

All that plot admeasuring 660 Sq. Mts., denominated under no. A which is the part and parcel of a property known as **“GaumsoVaddi” or “BormachemBattulem” or BamonachemBatulem” or**

ChamaranchemBatta” or Paulo GaddachemBatta” situated within the jurisdiction of the Village Panchayat of Siolim, taluka and sub district of Bardez, district of North Goa, and state of Goa, which is the part of the property described in the Land Registration office under No. 26229 at folio 156 reverse of B 67, and presently surveyed under survey no. 19/1 of village Siolim, Bardez, Goa, totally admeasuring 1600sq. mts, and bounded as under:-

On the East: By the property bearing survey no. 19/2.

On the West: By the plot no. B of the Mundkar.

On the North: By the public tar road.

On the South: By the property bearing survey no. 19/13

SCHEDULE – III

(Description of the said Building)

All that residential cum commercial **Ground+ two** along with basement apartment known as “**SOLITAIRE CLASSIC**” constructed on the property mentioned in the schedule no. I and II herein, comprising of one shop, club house, society office and five flats on the ground floor, eight flats on the first floor, and eight flats on the second floor, car parking for each flats in basement and also includes compound wall, and other amenities/facilities strictly as per approved design and other amenities as Per Annexure to this agreement and more particularly described in the schedule writing herein under.

SCHEDULE – IV

(Description of the said premises)

All that flat No. _____ having super built-up area of _____ Sq. mts., On the _____ floor of the building know as “**The Meadows**” Constructed in the said property described in Schedule I hereinabove, along with proportionate undivided share in the land of the said property

SCHEDULE – V

(Payment of Schedule)

The total costs of construction of the said flat to be financed by the PURCHASER/PROSPECTIVE HOLDER to the VENDOR/BUILDER, inclusive of costs of the proportionate share in the said lands, shall be Rs._____/-(Rupees._____only) Which shall be paid by the PURCHASER/PROSPECTIVE HOLDER to the VENDOR/BUILDER alone by way of crossed account payee cheque or demand draft or pay order, payable at Panaji/Mapusa, in the following manner,

ChequeDetails:Rs. _____Cheque dated _____, Drawn on bank_____ branch, bearing no. _____, **in favor of Ravindra Constructions.**

- (a) At the time of signing Agreement 20% of the total consideration amounting to Rs._____.
- (b) At the time of casting of footing& plinth**8** % of the total consideration (not applicable as footing cast)

- (c) At the time of casting of basement slab/stilt parking 8 % of the consideration amount (not applicable as Plinth cast).
- (d) At the time of casting of First floor slabs 8% of the consideration amount (not applicable as first floor cast).
- (e) At the time of casting of Second floor slabs 8% of the consideration amount (not applicable as second floor cast).
- (f) At the time of casting of Third floor slabs 8% of the consideration amount (not applicable as third floor cast).
- (g) At the time of casting & Roof Slab 8% of the consideration amount.
- (h) At the time of commencement of masonry and Door Window frame carpentry work 10% of the consideration amount (not applicable as masonry work cast.)
- (i) At the time of fixing of doors, windows shutters and plastering 10% of the consideration amount.
- (j) At the time of commencement of plumbing, flooring, electrification & painting 10 % of the consideration amount.

- (k) Balance amount at the time of possession of the flat 2% & other outgoing charges.

SCHEDULE NO. VI

S P E C I F I C A T I O N S

- **STRUCTURE:**

RCC framed structure as per design approved by competent authority.

- **WALLS:**

External walls to be 20 cm thick

Laterite Stone/Cement blocks. Internal walls to be 10 cm thick

Brick masonry/CM blocks, walls to be finished in gypsum plaster and painted in plastic emulsion paint.

- **FLOORING:**

2' X 2' Vitrified Tiles to be provided for all rooms, with 10 cm

skirting and pointing with **matching color grout**.

• TOILETS:

Designer concepts into toilets will have colored ceramic tiles up to **full wall** height. Sanitary ware to consist of wall mounted European commode with flush tank, wash basin, hot and cold mixer in all bathrooms, all sanitary fittings to be in SS of a reputed brand, (glass divider and geyser only for the bathroom of the first land owners flats)

• PLUMBING:

All plumbing to be in UPVC/CPVC/**blue pipes** Underground drainage to be in RPVC.

• DOORS:

Decorative Main Door with teak wooden frames and teak wood paneled shutters. Internal doors to be flush doors

finished in laminate with SS cylinder lock brass fittings

- WINDOWS:

3 track, superior quality, powder coated/wooden texture aluminum frame with marble sill and mosquito net. Clear 4mm glass.

- KITCHEN:

Kitchen to have concept tiling up to full dado, platform to be in black granite top, designed as per modular standards, SS Single Bowl sink with long body pillar cock. (Cabinetry and Accessories not included).

- WATER SUPPLY:

Assured water supply from PWD linked underground tank and Master overhead tank and well/bore well.

- ELECTRIFICATION:

All electrification to be of concealed type with Modular Switches of reputed brand, and provision of inverter for every unit. Independent private transformer provision for the project.

- PAINTING:

External anti-fungal cement paint apex or equivalent Internal Paint will be acrylic wall putty with acrylic emulsion

- RAILING:

MS-Powder coated railings for each balcony.

SCHEDULE NO. VII

AMENITIES

1. GatedComplex.
2. RoundtheClockSecurity.
3. Illuminatedcompoundarea.
4. Landscaped pathway.
5. DesignerBathrooms-with a reputed brand fitting,
Jaguar/Ceraor equivalent.
6. DesignerEntranceforMainGate.
7. ElegantlyDecoratedentrancelobby.
8. Designerconceptinkitchen.
9. InternalWallFinishedgypsum plaster.
10. Anti-FungalAcrylicEmulsionPaint for InteriorWalls.

11. Eye catching elevation.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day; month and the year first hereinabove mentioned having read and understood the contents thereof, in the presence of witnesses.