

AGREEMENT FOR CONSTRUCTION CUM SALE

THIS AGREEMENT FOR CONSTRUCTION CUM SALE, is made at _____, Goa, on this ____ day of _____ 20____.

B E T W E E N

1. M/S.MANNAT INFRA DEVELOPERS & CONTRACTORS, a sole proprietary concern and having its office at 9/10, 1st floor Patto, center, Panaji – Goa, represented by its sole Proprietor **Mr. Abdul Gafoor**, son of Mohammed Haji, age 34 yrs, married, businessman, Indian National, having PAN No. AGZPA3331R, hereinafter referred to as “**THE BUILDER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, legal representatives, administrators and assigns) of the **FIRST PART**.

A N D

2. MR._____ Son of _____, age ____ years, married, Occupation _____, holding PAN Card No. _____, Aadhar Card No. _____, and her **3. MRS.** _____, wife of Shri _____, age ____ years, housewife, PAN Card No. _____, Aadhar Card No. _____, both Indian Nationals and both residents of

H.No.____, _____, Goa, hereinafter called as “**THE PURCHASERS**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART**

A N D

4. MRS. NEETU ABDUL GAFOOR, wife of Mr. Abdul Gafoor, age 32 yrs, housewife, Indian National, married, PAN No. ANRPG6556H, residing at Flat No.A-2/F-2, Milroc Retreat, Ribandar, Ilhas – Goa, hereinafter referred to as the “**CONFIRMING PARTY**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include her heirs, legal representatives, executors, administrators, successors and assigns) of the **THIRD PART**.

WHEREAS there exist a Property, admeasuring an area of 1275.00 sq.mts known as “**SAO TOME,**”also known as **CAMBALMARICHEM**, situated at Ella Old Goa, within the local limits of the Village Panchayat of Corlim, earlier and now falling in Ella Old Goa Village Panchayat, Taluka Tiswadi and Sub District of North Goa, State of Goa, surveyed under Survey No. 111,Sub Division no.5 of Village Ella,, described in the Land Registration Office under No.19583 at page 83 of Book B-52 (new)enrolled in Taluka Revenue office under no. 216, which property is better described in the **Schedule-I** hereunder and hereinafter referred to as “**THE SAID PROPERTY**”.

WHEREAS, Mr. Benedito Ambrosio Fernandes, Mrs.Clara Rosita Fernandes, were the original owners of the said property.

AND WHEREAS the said Mr. Benedito Ambrosio Fernandes, Mrs.Clara Rosita Fernandes vide Deed of Sale, dated 7th December 2017, duly registered in the office of the Sub Registrar at Tiswadi, under No. PNJ-BK1-03105-2017, CD NUMBER PNJD61 on 18/12/2017 sold the said property to Mr. Abdul Gafoor, sole proprietor of M/s. Mannat Infra Developers and Contractors. That is how the said Builder has acquired rights, title and interest in the said property and became lawful owner in possession of the said property.

AND WHEREAS, the Confirming party is the legally wedded wife of Mr. Abdul Gafoor and therefore she is made party to the present Agreement.

AND WHEREAS Builder has sponsored a scheme of developing the said Property thereby constructing thereon a building known as “**MANNAT HERITAGE**” consisting of shops and flats and to sale the same to the prospective purchasers.

AND WHEREAS the Builder has obtained various permissions to construct the said building in the said property which are as under:

1. Order from the Town & Country Planning, vide reference No. TIS/6751/ELLA/TCP/2018/191, dated 12/02/2018.
2. NOC from the Primary Health Centre Corlim under No. PHC/CORLIM/NOC /2017-18/2193, dated 19/02/2018.
3. Sanad under No. RB/CNV/TIS/COLL/11/2010, dated 01/07/2011 from the North Goa Collector, Panaji, Tiswadi- Goa.
4. Construction License No.38, dated 17/03/2018, issued by Village Panchayat Se Old Goa, Tiswadi- Goa.

AND WHEREAS the Purchasers herein being interested in the said Scheme of purchasing/financing the **FLAT No.** _____, admeasuring _____ sq.mts built up area, situated on the _____ floor of the building known as "**MANNAT HERITAGE**", and has approached the Builder and agreed to finance the construction work of **FLAT No.** _____, situated on the _____ floor, having an area of _____ sq.mts of built up area along with common parking slot, together with the undivided share in the said property, which flat is described in detail in the Schedule No. III herein under and hereinafter be referred to as "**THE SAID FLAT**" for the sake of brevity.

AND WHEREAS, the Builder has agreed to construct the “**SAID FLAT**”, for the Purchasers provided the Purchasers to finance a sum of **Rs. _____ /-(RUPEES _____ ONLY)** for the construction of the said FLAT along with _____ parking slot and with undivided share in the said property and subject to the further terms and conditions hereinafter appearing.

WHEREAS the Parties are desirous of recording in writing the terms and conditions, mutually agreed by and between the parties.

AND WHEREAS the confirming party herein represented by her lawful Attorney Mr. Abdul Gafoor, Mohammed Haji, 34 years of age, married, businessman, Indian National, office address at 9 & 10, Patto Centre Bldg, Patto Plaza, Panaji Goa vide General Power of Attorney, dated 06/02/2012, executed before Notary Advocate U. R Timble, Panaji Goa, under Reg. No. 538.

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

1. That the Builder shall carry out the construction work of the said proposed **FLAT No. _____**, situated in the building known as “**MANNAT HERITAGE**”, admeasuring _____sq.mts built up area, in the said property which is better described in Schedule No.III, for total

consideration of **Rs.**_____/ - (**Rupees** _____ **Only**) to be paid by the Purchasers to the Builder as agreed upon.

(a). That at the time of execution of this Agreement, Purchasers herein have paid to the Builder an amount of Rs._____/ - (Rupees _____ Only) out of the total sale consideration of **Rs.**_____/ - (**Rupees** _____ **Only**) which is mentioned herein below:

(b). A sum of Rs._____/ - (Rupees _____ Only) is paid by the Purchasers to the Vendor/Builder vide Cheque No._____, dated _____, drawn on _____ Bank, _____ Branch, Tiswadi, Goa, (the receipt whereof the Builder do hereby admit and acknowledged).

(c). A sum of Rs._____/ - (Rupees _____ Only) is paid by the Purchasers to the Vendor/Builder vide Cheque No._____, dated _____, drawn on _____ Bank, _____ Branch, Tiswadi, Goa, (the receipt whereof the Builder do hereby admit and acknowledged).

(d).A sum of Rs._____/ - (Rupees _____ Only) is paid by the Purchasers to the Vendor/Builder vide Cheque No._____, dated _____, drawn on _____ Bank, _____ Branch, Tiswadi, Goa, (the receipt whereof the Builder do hereby admit and acknowledged); excluding taxes as per provisions of Government.

3. That the payment of the aforesaid consideration amount of **Rs.**_____/ - (**Rupees** _____ **Only**) shall be paid

to the Builder by the Purchasers in accordance with the mode of payment contained in the **Schedule IV** hereunder written, along with Government taxes (GST etc) as applicable hereunder written, as and when installment due to the Purchasers subject to Builder shall complete each stages of construction and complying with the other terms of this Agreement.

4. The Construction work shall be completed within two years from the date of execution of this Agreement, subject to further extension period of six months, as details mentioned in Para No. 6 below.

5. That all sanctions, permissions, approvals from the authorities concerned shall be obtained by the Builder.

6. If the Builder fails to complete the said FLAT situated in the '**MANNAT HERITAGE**' due to any building ban imposed by the authorities concerned or due to delay of not passing of plans by the Village Panchayat or Town and Country Planning Department or due to non- availability of material, outbreak of war, commotion or force major and act of Goa, in Such event only **six months extension time period** for completion shall be granted and it shall not be further extended.

7. If the Builder fails to deliver the possession of the said FLAT within given period, in that event the Builder Shall liable to pay to the Purchasers interest @ 18% p.a on the advanced amount of Rs. _____/-(Rupees _____ Only) received by the Builder at the time of

execution of this Agreement and in future said agreed rate of interest @18% p.a will be calculated for further delayed period.

8. The construction work shall be carried out as per approved plans and the standard quality of materials shall be used by the Builder.

9. The Purchasers herein shall be entitled to appoint their own technically qualified expert to check on the quality of materials used for the construction of the said Flat and building and also to ensure that there is no deviation from the approved plans or plan agreed by the parties to this Agreement.

10. The Builder shall permit the Purchasers and their said technical experts to inspect the construction works of the said Flat and building while the same is in progress and shall replace all defective material, if the same is found to have been used and that at no additional cost to be paid to the Builder.

11. All construction material on site shall be stored and protected by the Builder and the Purchasers shall not be liable to pay any compensation for loss or theft of the same or for any other person whatsoever.

12. On signing of the Agreement the Purchasers have paid to the Builder a sum of Rs. _____/-(Rupees _____ Only) as advance payment towards the construction of the Said of Flat.

13. The design and details in the plan shall be provided by the Purchasers but the Builder shall use his professional architects, engineers, etc. to translate drawing into practical building work.

14. Progress of payments shall be based on progress of the construction work of the said Flat and certified by the Architect.

15. The Builder shall make good of all defects in construction inclusive of war page and shrinkage that may be noticed within a period of six months from the date of delivery of the constructed premises to the Purchasers and at no extra cost to the latter.

16. In case of default of payment of any one installment the Builder shall intimate the Purchasers in writing that the due amount should be paid within 15 days of intimation, failing which the Builder has option to terminate the Agreement. However Builder may in his absolute discretion exercise an option of not terminating the agreement and instead allow further time to the Purchasers to make payments as deemed proper by him.

17. In case the purchasers fail to pay the installments stipulated in the Annexure of Mode of payment in Schedule IV, then Purchaser shall be liable to pay interest @ 18% p.a on the defaulted installment.

18. The Purchasers agreed to be a promoter and/or member of a co-operative Society may be formed of the premises owners/holders in the building/s to be constructed on the said property, if so proposed by the Builder at his absolute discretion, and further also to abide by all the rules and regulations in respect of the maintenance, Security or repairs of such premises that may be framed from time to time by the Builder or such Co-operative Society or anybody or association of the premises owners that may be formed at any time.

19. In case of formation of a co-operative Society as aforesaid, the Purchasers agreed that the said property be transferred by the Builder directly to such Co-operative Society, however, in case of non formation of such co-operative Society and the confirming party, the Builder shall transfer and convey inherent proportionate undivided rights in the said property attached to the said FLAT premised to the Purchasers, provided the Purchasers undertake not to demand any partition or separation of such rights at any time and further not to claim any preemptory or other rights in respect of the other shares in the said property or any constructions carried out thereon.

20. That the Purchasers also agreed that the Builder shall be entitled in their absolute direction to make any reservations (including the benefit of any increase in FSI/FAR of the land), in their favour and/or exceptions or grants in respect of the said property or any part thereof at any time hereafter in favour of any person/s without prior reference or intimation to the Purchasers and Purchasers shall not object thereto in any manner.

21. It is agreed by the Purchasers that any benefit of FAR/FSI or of increase in FAR/FSI in respect of the said property at any time shall always accrue and belong to the Builder even if such increase is made after handing over of the said premises to the Purchasers or the execution of Sale Deed/Transfer document in respect of the undivided rights in the land in favour of the Purchasers.

That the Builder shall be entitled to accordingly carry out any additional constructions on the said property at any time making use of such FAR/FSI or increased FAR/FSI and shall also be entitled to carry out any additional construction to the building in which the said FLAT premises are situated including construction of any additional floor/s to such building at any time even after handing over possession of the said premises to the Purchasers and the Purchasers shall not in any manner object thereto even if due to such additional construction any open area are used for such additional constructions or the location/s thereof are changed or the entire plans modified in any manner as desired by the Builder.

22. That the Builder shall be entitled to get all works regarding formation of the co-operative Society or any conveyance or transfer effected or arrangements made regarding the said property by the Advocate of the Builder and the Purchasers agreed and undertake to bear and pay all the costs in respect thereof including the Advocate's fees for the same.

23. Upon the completion of the construction of the said FLAT, the Builder shall inform the Purchasers about the same and the Purchasers shall within one month of the receipt of such intimation, take possession of the said Flat.

24. In case Purchasers are desirous of carrying out any additions, alterations or changes to the said premises, they shall intimate to the Builder about the same well in advance and if the Builder agrees for the same. The Builder may agree to carry out such works provided the Purchasers pay the extra cost in respect thereof as per the rate/s quoted by the Builder and in advance.

25. That the various financier/purchasers of the different premises including the present Purchasers have requested the Builder that at least till the formation of the Co-operative Society or anybody or entity in respect of the building complex proposed to be set up on the said property or in the alternative at least in respect of the building in which the said premises are situated, the Builder should make some temporary arrangements for the maintenance, security and cleanliness of the said building, though at the cost of the purchaser of the various premises in the said building complex.

The Builder has agreed to assist the Purchasers by working out a scheme for temporary maintenance, cleanliness and security of the said building complex which scheme has been worked out not by way of providing service to the Purchasers, but by way of rendering mere assistance to them for creating a goodwill for the Builder and without charging any service charges thereof. It is therefore, agreed that all the Purchasers shall deposit certain amount with the Builder.

26. It is specifically agreed and understood that irrespective of any representations that may be made by the Builder in any brochures or advertisements or irrespective of any designs or drawings shown in any plans or drawings, the Builder shall have the absolute authority to change the locations, designs or alignments of any building/s and/or of any open areas in plot or building/s or any premises and similarly to convert any open areas, stilts etc, into any other premises for any other premises or any manner object thereto. Likewise, all the open areas, terraces, stilts area/s marked as parking spaces etc. whatsoever in any of the building/s or on the said property shall be absolute property of the builder and he shall in his absolute discretion be entitled to make any allotments, reservations, sale, grants, or allowances in respect thereof in favour of any person/s and the Purchaser shall not be entitled to claim any rights thereto or in any manner object or obstruct the Builder or any such Financer/Purchaser, allottee or grantee in respect of thereof. It is expressly agreed and understood that except for the premises agreed to be sold to the Purchasers as hereunder provided, the Purchasers shall not be entitled to have or claim or claim any rights to or interests in any area/s in any of the building/s or the said property.

27. That the Purchasers shall have no right to transfer, assign or sell their rights and interest in the said premises till they have fully paid to the Builder all the money due in terms of this Agreement and without the consent of the Builder in writing.

28. That the Parties herein shall be entitled to specific performance of the terms, conditions and provisions of this Agreement.

29. That the possession of the said Flat more fully described in the schedule II is not handed over to the Purchasers.

30. That the entire complex shall always known as “**MANNAT HERITAGE**” as named by the Builder and no person, body or association shall be entitled to alter the name of the complex or any of the building/s therein.

31. That the Builder declared and confirmed that he does not belong to Schedule Caste or Schedule tribe Community, as declared by the Govt. of Goa Pursuant to the Notification No. R/D/LAND/LRC/318/77 dated 21/08/1978.

32. For the purpose of stamp duty, the said Flat is valued at Rs._____-/-
(Rupees _____ Only) and necessary stamp duty of Rs._____-/-
(Rupees _____ Lakhs Only) is paid herewith.

SCHEDULE – I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT Property known as “**SAO TOME,**”also known as **CAMBALMARICHEM**, situated at Ella Old Goa, within the local limits of the Village Panchayat of Corlim, earlier and now falling in Ella Old Goa Village Panchayat, Taluka Tiswadi and Sub District of North Goa, State of Goa, surveyed under **Survey No. 111,Sub Division no.5** of Village Ella,described in the Land Registration Office under No. 19583 at page 83 of Book B-52 (New) and enrolled in Taluka Revenue Office under No.216, and bounded as under:

On the East: By Public Road.

On the West: By the Property belonging to Joaquim Paulo Fernandes and Rama Sunarcarr;

On the North: By PWD road – Panaji- Ponda

On the South: By the paddy Field.

SCHEDULE –II

(Description of Plot)

All those Plot bearing plot nos. 4 and 9 totally admeasuring 1275.00 Sq. Mtrs. in area and forming a part of property described in Schedule (I) which plot is bounded as follows:-

On the East: By Plot Nos. 5 and 10;
On the West: By Plot Nos. 3 and 8;
On the North: By PWD road – Panaji- Ponda
On the South: By Proposed Road.

SCHEDULE –III

(Description of the Proposed Flat to be Constructed and sold under this Agreement)

All that **FLAT No.**_____, admeasuring total built up area of **._____sq.mts**, situated on the ____ floor of the building known as **“MANNAT HERITAGE”** along with ____ parking slot, together with proportionate undivided share in the land being constructed in the property more fully described in the **Schedule No.III hereinabove**, which FLAT is more delineated on the plan thereof hereto annexed and is marked thereon with red coloured lines.

ANNEXURE –A

(Specifications)

1. **STRUCTURE:** R.C.C framed structure with external walls 20 cms thick of laterite masonry. Internal walls will be of 10 cms thick brick masonry.

2. **TOILET:** Toilet will have ceramic tile flooring. Dado upto 150 cms in bathrooms and 90 cms in w.c of matching ceramic/glazed tiles. The w.c will be of European type or Indian type with flush Tank.

3. **INTERNAL AND EXTERNAL FINISH:**

a. All the internal surface will be finished with one coat of cement plaster with Neeru finish and painted with two coats of oil bound distemper.

b. The external surface will be furnished with two coats of cement plaster with sponge finish and painted with two coats of cement paint.

4. **FLOORING:** All rooms will have flooring ceramic tiles.

5. **ELECTRICAL INSTALLATIONS:** All electrical wiring will be concealed type with good quality copper cables.

6. **PLUMBING:** All the water supply lines will be of PVC pipes. All the plumbing lines will be connected to septic tank.

IV

(MODE OF PAYMENT)

1.	On signing of this Agreement		_____/-
2.	On Commencement of plinth		_____/-
3.	On Completion of plinth		_____/-
4	On Commencement of first slab		
5	On Completion		

	of first slab		
6	On Commencement of second slab		
7	On Completion of second slab		
8	On Commencement of third slab		
9	On Completion of third slab		
10	On Commencement of fourth slab		
11	On Completion of fourth slab		
12	On Commencement of fifth slab		
13	On Completion of fifth slab		
14	On Commencement		

	of sixth slab		
15	On Completion of sixth slab		
16	On Commencement of seventh slab		
17	On Completion of seventh slab		
18	On Commencement of masonry		
19	On Completion of masonry		
20	On Commencement of plumbing, painting, tiling, electrical work		
21	On Completion of plumbing, painting, tiling, electrical work		

22	On Connection of electricity meter & water supply		
23	Handling over of possession		
	Total Cost		Rs. _____/- (Rupees _____ only)

In Witnesses whereof the Builder and the Purchasers have signed on the day, month and the year first hereinabove mentioned in the presence of two witnesses who have also signed herein below.

SIGNED AND DELIVERED)

By the withinnamed **BUILDER**)

1. **M/S.MANNAT INFRA DEVELOPERS)**
& CONTRACTORS,)

Represented by its sole Proprietor)

Mr. Abdul Gafoor, for self and as) _____

Power of Attorney holder for)

the Confirming Party)

MRS. NEETU ABDUL GAFOOR)

L.H.F.I

R.H.F.I

SIGNED AND DELIVERED)

BY THE WITHIN NAMED)

PURCHASER No.1)

MR._____) _____

L.H.F.I

R.H.F.I

SIGNED AND DELIVERED)

BY THE WITHIN NAMED)

PURCHASER No.2)

MRS. _____) _____

L.H.F.I

R.H.F.I

WITNESSES:

1. _____

2. _____