

**AGREEMENT FOR CONSTRUCTION AND SALE
WITHOUT POSSESSION**

THIS **AGREEMENT FOR CONSTRUCTION AND SALE WITHOUT POSSESSION** is made and executed at Margao, Salcete, Goa, on this ____ day of the month of December in the year Two Thousand and Sixteen (... /..../201_)

BETWEEN

MR. SANDIP NAGUESH NAIK, son of Mr. Nagesh Naik, aged 45 years, married, businessman, Sole Proprietor of M/s Master Construction, PAN Card No. AAZPN5466E, Mob.: 9822147911, Aadhar Card No.415373920786 Email:- sandeep.naik91@yahoo.com AND

MRS. SANJIVI SANDIP NAIK, wife of Mr. Sandip Nagesh Naik and daughter of Mr. Tukaram Kalangutkar, aged 41 years, married, housewife, PAN Card No. ALMPS4168G, Mob.: 9822147911, Aadhar Card No.619044508220 Email:- sandeep.naik91@yahoo.com, both resident of House No. 462/C, Shantinagar, Aquem- Baixo, Salcete, Goa and hereinafter referred to as the **“DEVELOPER cum LANDOWNERS”** (which expression, unless repugnant to the context or meaning thereof, shall mean and include all their heirs, legal representatives, successors, administrators, executors and assigns) of the **FIRST PART**;

AND

_____, son of _____,
 aged _____ years, occupation _____, PAN Card
 No.:_____, Mob.:_____, Aadhar Card
 No._____, resident of _____
 hereinafter referred to as the “**PROSPECTIVE
 PURCHASER/S**” (which expression, unless repugnant to
 the context or meaning thereof, shall mean and include
 him/her/their , all his heirs successors, administrators,
 executors and assigns) of the **SECOND PART**;

Each of the expressions “DEVELOPER cum
 LANDOWNERS” and “THE PURCHASER” herein used
 shall unless repugnant to the context or meaning
 thereof be deemed to include their respective heirs,
 executors, administrators and assigns.

WHEREAS there exists a property, namely property
 known as “COTTOCA VARZEA” or “COTTOCA
 TERCEIRA ADICAO”, situated at Aquem-Baixo, within
 the area of village Panchayat of Aquem Baixo, Taluka
 and sub-District of Salcete, District of South Goa, State
 of Goa, and more particularly described in the
 SCHEDULE “A” hereunder, which property is
 hereinafter referred to as the “entire property”.

WHEREAS the said property originally belonged to
 Antonio Francisco Peregrino Conceicao da Costa and
 Pedro Joaquim Peregrino Francisco da Costa. After the
 death of Antonio Francisco Peregrino Conceicao da
 Costa, the Said Entire Property was divided and

partition into two plots being Northern Plot and Southern Plot between Pedro Joaquim Peregrino Francisco da Costa and Margarida Maria do Sagrado Coracao do Jesus Correia Afonso(widow of Antonio Francisco Peregrino Conceicao da Costa) by virtue of Deed of Partition drawn on 31/08/1960 in the office of Notary of the Judicial Division of Salcete at Margao, before the Notary Shri Antonio Vicente da fonseca recorded in his Book at folio 23 to 29 of Deed No.779.

AND WHEREAS vide Deed of Partition drawn on 31/08/1960, the southern Plot was allotted to Margarida Maria do Sagrado Coracao do Jesus Correia Afonso(widow of Antonio Francisco Peregrino Conceicao da Costa). The said Southern Plot is Surveyed under Survey Nos.12/3 and 12/4 of Aquem village, Salcete.

AND WHEREAS upon the death of Margarida Maria do Sagrado Coracao do Jesus Correia Afonso, her legal representative namely Mr. Luiz Peregrino Da Costa alias Luiz Jose Francisci Das Dores Peregrino Da Costa and his wife Mrs. Maria Blanche Lumen Dearaujo Silva and Miss. Matildes Maria Das Dores Peregrino Da Costa developed and sub divided the parth of Southern side of the Southern Plot into many plots after obtaining necessary permissions from Village Panchayat of Aquem- Baixo. Mr. Luiz Peregrino Da Costa alias Luiz Jose Francisci Das Dores Peregrino Da Costa and his wife Mrs. Maria Blanche Lumen Dearaujo Silva and Miss. Matildes Maria Das Dores Peregrino Da Costa sold

to Mrs. Caetana Piedade Vaz alias Caetana Piedade Vaze Fernandes alias Caitana Piedade Vaz one of the sub divided Plot being Plot No. 4 having an area of 604.24 square metres which Plot No.4 is part of Survey No.12/3, Aquem village, Salcete Taluka.

AND WHEREAS Mrs. Caetana Piedade Vaz alias Caetana Piedade Vaze Fernandes alias Caitana Piedade Vaz filed proceeding before the Deputy collector of Salcete for the separate Survey No. to the Plot No. 4 wherein the Concerned Authority allotted Survey No. 12/3-B (604 Square metres) as separate Survey No. to the Plot No.4

AND WHEREAS the Said Plot No.4 which is now having separate Survey No. 12/3-B, having an area of 604 Square metres, Aquem Village, Salcete Taluka is more particularly described in the Schedule referred hereinbelow and is hereinafter referred to as the "Said Plot". Mrs. Caetana Piedade Vaz alias Caetana Piedade Vaze Fernandes alias Caitana Piedade Vaz purchased the Said Plot during the lifetime of her husband Mr. Santana Fernandes. Both are of Goan Origin and married under the Regime of Communion of Assets as such Mrs. Caetana Piedade Vaz alias Caetana Piedade Vaze Fernandes alias Caitana Piedade Vaz and her husband Mr. Santana Fernandes owned and possessed the Said Plot.

AND WHEREAS Mr. Santana Fernandes expired on 24/04/2012 leaving behind his wife Mrs. Caitana piedade Vaz Alias Caetaana Piedade Vaze Fernandes as his moiety share holder and his four children namely i.e. two daughters namely (i) Mrs. Ida Fernandes married to Mr. Martin Fernnades and (ii) Mrs. Josila Fernandes married to Mr. Landlord Nelson Rodrigues and two sons namely (iii) Mr. Jeriano Fernandes married to Mrs. Santan Juje D'Souza and (iv) Mr. Dezmond Fernandes married to Mrs. Sienna Does Connicia Peixoto as his sole and universal heirs which has been confirmed and declared by document of Deed of Succession drawn on 06/01/2017 in the office of Notary Ex-officio of Salcete at Margao, Goa recorded at Folio 58v to 59 of Deed No. 1634.

AND WHEREAS the LANDOWNERS CUM DEVELOPER acquired the said Plot No.4 having Survey No. 12/3-B, having an area of 604 Square metres, Aquem Village, Salcete Taluka by Deed of Sale dated 06/03/2017 duly registered in the office of Sub Registrar of Salcete at Margao, Goa under Book No. 1 Document Reg. No. MGO-BK1-01303-2017 CD Number MGOD110 on date 24/03/2017 more particularly described in the SCHEDULE "C" hereunder and hereafter referred to as the "Said Plot";

AND WHEREAS the LANDOWNERS CUM DEVELOPER are developing the said Plot by constructing a building complex thereon consisting of shops and residential

flats to be disposed of on ownership basis along with corresponding right to Plot;

AND WHEREAS the LANDOWNERS CUM DEVELOPER have proposed to construct said building complex on the said Plot as per development permission obtained from:

- (i) Construction Licence bearing No. VP/AB/17-18/01 dated: 17/05/2017 issued by the Village Panchayat of Aquem-Baixo;
- (ii) Technical Clearance Order Vide No. TPM/29245/const/Aquem/12-3-B/2017/1369 dated: 07/04/2017.
- (iii) SANAD vide No. RB/CNV/744/77/147 dated: 17/01/1978
- (iv) Health NOC vide No. PHC/Navelim/NOC/2017-18/90 dated:04/05/17

AND WHEREAS at the request of the PURCHASER the LANDOWNERS CUM DEVELOPER have agreed to construct and sell to them one flat premises, being Flat No. _____, located on the _____ Floor in building Complex, having super built area of _____Sq. mt. in the said property along with proportionate undivided right in the said Plot No. 4 and hereinafter collectively referred to as the “said premises”, and marked with red boundary lines on the plan annexed hereto at/for a total consideration of Rs._____/ - (Rupees _____ Only) which includes the cost of construction of the said premises and; value of proportionate undivided right in

the said property. The said premises more particularly described in "SCHEDULE "F".

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The 'DEVELOPERS cum LANDOWNERS' have agreed to construct and sell to the PROSPECTIVE PURCHASER and the PROSPECTIVE PURCHASER has agreed to purchase from the 'DEVELOPERS cum LANDOWNERS' the Said Flat Premises along with proportionate undivided share in the Said Plot corresponding/proportionate to the built up area of the Said Flat Premises for a total price consideration of Rs _____/- (RupeesOnly), exclusive of GST.
2. The consideration amount of Rs _____/- (RupeesOnly) shall be paid by the PROSPECTIVE PURCHASER to the 'DEVELOPERS cum LANDOWNERS' strictly as stipulated in **Schedule 'D'** hereto. The PROSPECTIVE PURCHASER agrees and undertakes to pay to the DEVELOPERS cum LANDOWNERS the said price consideration on or before the mentioned stages in **Schedule 'D'** hereto. It is further agreed that in addition to the consideration price mentioned in this Agreement, the PROSPECTIVE PURCHASER shall also be liable to pay and deposit with the DEVELOPERS cum LANDOWNERS the GST and all other applicable taxes along with each

instalment. The DEVELOPERS cum LANDOWNERS may at their discretion however collect all taxes applicable at the relevant time along with the last instalment.

3. The 'DEVELOPERS cum LANDOWNERS' propose to name the building complex as per His choice and the same may be changed as per the sole discretion of the 'DEVELOPERS cum LANDOWNERS'.
4. In the event the PROSPECTIVE PURCHASER commits default in payment of any of the instalments as stipulated in Schedule 'D' hereto, time for making payments being the essence of the contract, the DEVELOPERS cum LANDOWNERS shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of seven days.

The DEVELOPERS cum LANDOWNERS shall however on such termination retain 30% (thirty percent) of the total price consideration and refund to the PROSPECTIVE PURCHASER. The remaining amount which may have been, till then, paid by the PROSPECTIVE PURCHASER to the DEVELOPERS cum LANDOWNERS but without any further amount by way of interest or otherwise.

Upon such termination, the PROSPECTIVE PURCHASER shall not be able to claim any rights, title and / or interest in the Said Flat Premises and/or claim any rights under the present Agreement and the DEVELOPERS cum LANDOWNERS shall have an absolute right to sell and/or otherwise dispose the Said Flat Premises to any other person of their choice

without any reference to the PROSPECTIVE PURCHASER.

It is also agreed and clarified that in case of such termination, the amount shall be refunded to the PROSPECTIVE PURCHASER as mentioned in this clause, only after the DEVELOPERS cum LANDOWNERS can find a suitable new purchaser for the Said Flat Premises and after the new Purchaser deposits the purchase amount with the DEVELOPERS cum LANDOWNERS. In case the DEVELOPERS cum LANDOWNERS decide not to terminate the Agreement, then the PROSPECTIVE PURCHASER shall be liable to pay to the DEVELOPERS cum LANDOWNERS compound interest at the rate of 10 % (ten percent) per month on the outstanding defaulted amount.

5. That subject to the PROSPECTIVE PURCHASER making full payment of all the amounts due to the DEVELOPERS CUM LANDOWNERS under this agreement, The DEVELOPERS CUM LANDOWNERS shall construct the Said Flat Premises proposed by it to be constructed in the Said property and thereafter the DEVELOPERS cum LANDOWNERS shall transfer the same unto the PROSPECTIVE PURCHASER.
6. The proposed transfer of the Said Flat Premises shall include the transfer of undivided share in the Said Plot and/or any part thereof, which shall be proportionate to the built up area of the said flat premises agreed to be transferred. However, at the sole option and discretion of the DEVELOPER cum LANDOWNER the transfer of the Said Plot along with

the building constructed therein may be done in favour of any society or such other body.

7. The PROSPECTIVE PURCHASER hereby confirms that the undivided proportionate share in the Said Plot shall always be and remain indivisible, impartible and attached to the Said Flat Premises.
8. It is specifically understood and made clear that the right of the PROSPECTIVE PURCHASER shall be restricted exclusively and strictly to the Said Flat Premises and the corresponding proportionate undivided right in the Said Plot on which the said building has been constructed, and the 'DEVELOPERS cum LANDOWNERS' shall be at absolute liberty to sell, assign, transfer in favour of any person or otherwise deal with any right, title and interest in the Said Plot and/or pertaining to the said building without any reference and/or objection from the PROSPECTIVE PURCHASER.

The PROSPECTIVE PURCHASER shall not be entitled to claim any right of pre-emption in any of the other premises and/or in the Said Plot. All the remaining rights of ownership and possession in the Said Plot shall remain vested exclusively in the DEVELOPERS cum LANDOWNERS and they shall be at absolute liberty to sell, assign, transfer in favour of any person or otherwise deal with any right, title and interest in the same without any reference to the PROSPECTIVE PURCHASER.

9. The DEVELOPERS CUM LANDOWNERS shall be exclusively entitled to any additional built up area of F.S.I / F. A. R in case of change in the existing building or zoning regulations or in case such additional F.S.I / F.A.R is available.
10. If, at any time, the floor area ratio presently applicable to the said plot is increased, such increase shall ensure for the benefit of DEVELOPER cum LANDOWNER alone, without any rebate to the PROSPECTIVE PURCHASER or his/her/their nominee, or the Society/Entity. The DEVELOPER CUM LANDOWNER may also purchase any adjacent Plot and amalgamate the same to the 'Said Plot'.
11. The PROSPECTIVE PURCHASER shall be solely liable to pay for the Advocates fees, Stamp Duty, Registration and other charges payable to the Advocate or the Government for transfer of the Said Flat Premises in his/her/their favour.
12. In case the PROSPECTIVE PURCHASER requires any additional facilities to be provided for the Said Flat Premises, the same shall be undertaken at the cost of the PROSPECTIVE PURCHASER. The rates for such work shall be determined by the DEVELOPER cum LANDOWNER and the same shall be paid by the PROSPECTIVE PURCHASER to the DEVELOPER cum LANDOWNER.
13. **INSPECTION OF THE SAID FLAT PREMISES:** - It shall be the obligation of the PROSPECTIVE

PURCHASER to inspect or to get inspected from his/her/their authorised representative/technical person, the construction of the Said Flat Premises, so that objections, if any, regarding defect in such construction or execution of such items of construction shall be raised in writing, while such work is in progress or within three days from date of execution of such items by the PROSPECTIVE PURCHASER or the authorised representative. If no such objections are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of the PROSPECTIVE PURCHASER. The PROSPECTIVE PURCHASER has inspected the work completed so far and he/she is satisfied with the same.

14. **DISCLAIMER** :- All inspections by the PROSPECTIVE PURCHASER when the construction work is in progress in the Said Plot shall be at the risk of the PROSPECTIVE PURCHASER. The DEVELOPER CUM LANDOWNER shall not be liable in any manner in case the PROSPECTIVE PURCHASER or anybody acting on his/her behalf suffers injury during inspection of the construction work in the Said Plot.
15. The DEVELOPERS CUM LANDOWNERS shall make all endeavours to complete the construction of the said flat premises, in all respects, and in best workmanlike manner, with such specifications, the minimum of which are mentioned in the 'Schedule-E' hereto then shall deliver the possession thereof to the PROSPECTIVE PURCHASER, within a period of 24 (Twenty Four) months from the date of execution of this

Agreement. However, it is made clear that the DEVELOPERS cum LANDOWNERS shall not be made liable for delay in the construction due to factors beyond their control. The DEVELOPERS cum LANDOWNERS shall also not be made liable for delay in the construction if the PROSPECTIVE PURCHASER commits default and/or delay in the payment of any instalment.

16. The DEVELOPERS cum LANDOWNERS may at their option reasonably vary the said specifications mentioned in Schedule-E hereto with due regard to quality of the material used. In case of such change, no compensation shall be payable to the PROSPECTIVE PURCHASER.
17. The DEVELOPERS cum LANDOWNERS shall not incur any liability if they are unable to commence, complete and/or deliver possession of the said flat premises by the aforesaid period, if the completion of the proposed building is delayed by reason of non-availability of steel and/or cement or other building materials or shortage/non-availability of water or electric power, or by reason of labour unrest, war, civil commotion or any Act of God, litigation, stop work orders/injunctions, or if such non-delivery is caused as a result of any notice, order, rule, notification or legislation, of the Government and/or any other Public or Competent authority or for any other reason beyond the control of the DEVELOPERS cum LANDOWNERS which would include delay on account of non-renewal/non-grant of building plans, construction

licence and / or occupancy certificate by the Authorities concerned, despite application therefore being duly made by the DEVELOPERS cum LANDOWNERS.

18. In the event of the occurrence of any or all of the circumstances mentioned in this Agreement, the DEVELOPERS cum LANDOWNERS shall be entitled to reasonable extension(s) of time for delivery of possession of the Said Flat Premises.
19. In case on account of their own fault, the DEVELOPERS cum LANDOWNERS are not able to deliver the possession of the Said Flat Premises to the PROSPECTIVE PURCHASER within the stipulated period of 24 (Twenty Four) months, the DEVELOPERS cum LANDOWNERS shall be entitled to a further grace period of six months and thereafter they shall be liable to pay to the PROSPECTIVE PURCHASER as total compensation an amount of Rs.5000/- (Rupees Five Thousand only) for every month of delay. However, in case due to any bonafide difficulty, the DEVELOPERS cum LANDOWNERS are unable to complete the construction work of the Said Flat Premises they may at their sole option decide to terminate this Agreement and refund to the PROSPECTIVE PURCHASER the entire amount paid to them by the PROSPECTIVE PURCHASER but without any interest or compensation or penalty.
20. The Said Flat Premise to be allotted to the PROSPECTIVE PURCHASER is as shown on the Plan-II annexed to this Agreement. The DEVELOPERS CUM

LANDOWNERS shall however have a right to get the said plan modified and/or altered and/or revised and/or changed without substantially decreasing the super built up area of the Said Flat Premises. The PROSPECTIVE PURCHASER herewith irrevocably gives his/her consent for such changes in the plan and the PROSPECTIVE PURCHASER shall not be entitled to seek any reduction in the consideration amount in case of such changes in plan unless the super built up area of the said premises is substantially decreased.

21. Commencing a week after notice is given by the DEVELOPERS cum LANDOWNERS to the PROSPECTIVE PURCHASER that the said flat premises is ready for use and occupation, the PROSPECTIVE PURCHASER shall be liable to bear and pay all past and future taxes and charges for water, electricity, municipal taxes and other services and the outgoings payable in respect of the Said Flat Premises.
22. The PROSPECTIVE PURCHASER shall maintain the front, rear and side elevations of the Said Flat Premises and the proposed building in the same form and shall not at any time alter the said elevations in any manner.
23. It is specifically stated that the PROSPECTIVE PURCHASER shall at the time of taking delivery of the Said Flat Premises or on demand pay to the DEVELOPERS cum LANDOWNERS the following additional amounts:-

- a. All cost for obtaining electricity and water connection for the Said Flat Premises or for common use of the occupants of the building complex and all cost pertaining to any facility to be obtained for the parking slot.
- b. Electricity charges as per the bills raised by the Electricity Department in respect of the Said Flat Premises from the date of connection, till the date of taking delivery of the Said Flat Premises; thereafter the same shall be the exclusive responsibility of the Prospective Purchaser to bear and pay the same;
- c. House-Tax in respect of the Said Flat Premises from the date of issue of Occupancy Certificate till the date of taking delivery of the Said Flat Premises. Thereafter the same shall be the exclusive responsibility of the Prospective Purchaser to bear and pay the same;
- d. Infrastructure-Tax in respect of the Said Flat Premises, as may be levied and collected or to be collected by the competent authorities and any other new, existing or old taxes, value added tax, service charges, taxes introduced by the Central Government and/or the State Government.
- e. Any expenditure to be incurred on account of Service tax/GST levied or to be levied by the government/quasi

government/any competent authority, in respect of the Said Flat Premises and the proportionate share in the Said Plot, shall be totally borne by the Prospective Purchaser.

- f. The sale deeds and/or any other transfer instruments pertaining to the Said Flat Premises and/or the proportionate share in the Said Plot shall be drafted by the Advocate of the DEVELOPERS cum LANDOWNERS and the cost of such drafting, cost of stamp paper and charges for registration thereof shall be borne by the PROSPECTIVE PURCHASER. 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 finalising the final Deed of Transfer by virtue of this Agreement in favour of the PROSPECTIVE PURCHASER shall be borne by the PROSPECTIVE PURCHASER.
- g. In the event the DEVELOPER CUM LANDOWNER becomes liable to pay to the Government or any authority any taxes, rates, fees, etc., under the provisions of any statute and/or statutory rules and/or regulations, in respect of the construction of the Said Flat Premises agreed to be constructed and allotted to the PROSPECTIVE PURCHASER, then the

DEVELOPER CUM LANDOWNER shall be entitled to recover from PROSPECTIVE PURCHASER and correspondingly, the PROSPECTIVE PURCHASER shall pay to the DEVELOPER CUM LANDOWNER all such taxes, rates, fees, etc., or the proportionate share therein, as the case may be.

24. At the time of taking delivery of the Said Flat Premises from the DEVELOPERS CUM LANDOWNERS, the PROSPECTIVE PURCHASER shall sign and execute the following:-
 - a. Letter of Acceptance of Possession
 - b. Transfer Form for House-tax transfer, and application, undertaking, affidavit, etc.
 - c. Transfer Forms for Electricity connection transfer and water connection transfer if provided, and application, under-taking, affidavit, etc., in that connection.
 - d. Forms for formation of the society, in case the 'DEVELOPERS CUM LANDOWNERS' decides to form the same.
25. The PROSPECTIVE PURCHASER shall have no right to transfer /assign/ mortgage or sell the rights and interests created by virtue of this Agreement unless the same is duly consented, in writing, by the DEVELOPERS CUM LANDOWNERS.
26. Upon taking delivery of the Said Flat Premises, it shall be the responsibility of the PROSPECTIVE

PURCHASER to get the house-tax records, electricity connection and water connection, if provided, in respect of the Said Flat Premises, transferred in the name of the PROSPECTIVE PURCHASER.

27. The PROSPECTIVE PURCHASER hereby undertakes that upon delivery of the possession of the Said Flat Premises, the PROSPECTIVE PURCHASER shall not make any structural alterations in the "Said Flat Premises" and/or, in any way, erect or provide any extension or projection to the "Said Flat Premises", without prior written consent from the DEVELOPER CUM LANDOWNER and without obtaining such other necessary permission and licence from the concerned authorities.
28. It is hereby agreed by and between the parties hereto that the DEVELOPER CUM LANDOWNER shall have sole discretion for allotment of parking slot for parking of light vehicle on ground floor and the same shall be final and binding on the buyers/customers who purchase the flats in the proposed building to be constructed in the "Said Plot".
29. **SERVICE OF NOTICE** :- Any intimation, by way of notice or otherwise, to be given to the PROSPECTIVE PURCHASER by the DEVELOPER cum LANDOWNER, shall be deemed to be served on the PROSPECTIVE PURCHASER, if the same is sent through ordinary post or registered post A/D. or under certificate of posting or courier service or hand delivered, at the address mentioned in this Agreement. In case the

Prospective Purchaser desires to change his/her/their address/address he/she/their shall give advance written notice to the DEVELOPER cum LANDOWNER. Such written intimation shall be sent by Registered post A/D.

30. **Settlement of Disputes:** - 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 the Architect or RCC Consultant appointed by the DEVELOPER cum LANDOWNER and such certificate shall be binding on the parties hereto.

31. **Formation of the Entity:-** In the event of Maintenance Housing Society / registered society / any association is proposed to be formed by the DEVELOPER cum LANDOWNER for the maintenance and repairs of the building complex and/or for providing common amenities to the building complex, then the PROSPECTIVE PURCHASER shall become member/s thereof and shall pay such fees and charges as may be fixed by such society or institution for the purposes of its formation, maintenance or repairs and service to the said building/s, as also the membership fees, sinking fund charges, etc. The PROSPECTIVE PURCHASER shall be bound to pay the proportionate fees and charges for the formation and registration of such society. The PROSPECTIVE PURCHASER shall also be liable to pay his/her contribution towards the

maintenance of the common amenities provided to the project.

32. The occupants (PROSPECTIVE PURCHASER) of the flat premises of the proposed building named as per DEVELOPER CUM LANDOWNER choice with the consent and consultations of the DEVELOPER CUM LANDOWNER shall form Maintenance Housing Society / registered society / any association for the maintenance and repairs of the building complex and/or for providing common amenities to the building including maintenance of common amenities such as lighting on the staircase and common spaces, electricity bills concerning common spaces, electricity bills for common electric installations, water supply bills, maintenance of common toilet blocks if any and drainage of the building.
33. Towards the security of payments for maintenance charges of the building project maintaining the common amenities such as lighting on the staircase and common spaces, electricity bills concerning common spaces, electricity bills for common electric installations, water supply bills, maintenance of common toilet blocks if any and drainage of the building for first 36 (thirty six) months from the date of Occupancy Certificate of the “Said Flat Premises”, the PROSPECTIVE PURCHASER shall pay to the DEVELOPER CUM LANDOWNER a sum of Rs.500/- for 1BHK and Rs.600/- for 2BHK before taking possession of the “Said Flat Premises”.

34. Nothing contained in this Agreement shall be construed as demands or assignment or conveyance or encumbrance on the Said Property or any portions thereof or on the Said Flat Premises. Such demands or assignments or conveyance shall be only affected by way of delivery of possession of the Said Flat Premises to be effected or caused to be effected by the DEVELOPER cum LANDOWNER by executing the Deed of Sale and/or such other instrument.
35. The PROSPECTIVE PURCHASER shall along with the other occupants be solely responsible for disposal of their garbage.
36. Upon receipt of the notice that the "Said Flat Premises" is ready for occupation from the DEVELOPER CUM LANDOWNERS, the PROSPECTIVE PURCHASER shall pay to the DEVELOPERS CUM LANDOWNERS all the amounts due and payable in terms of this Agreement within 7 (seven) days and thereafter shall take delivery of the "Said Flat Premises" within further 3 (three) days .
37. Delivery of the Said Flat Premises is not handed over to the PROSPECTIVE PURCHASER by this Agreement and such delivery to be made shall be evidenced only by way of execution of separate sale deed or such other instrument between the parties hereto.
38. Both the parties hereto shall specifically perform this agreement and shall be entitled to seek specific performance from the other party.

39. The Said Flat Premises shall have a super built up area of about ____ sq.mtrs. For the purposes of stamp duty payable on the execution of this Agreement, the Said Flat Premises along with all incidental rights is valued for Rs _____. The cost of the stamp duty and registration shall be borne by the Prospective Purchaser.

SCHEDULE "A"

(Description of the Entire property)

ALL THAT property known as **"COTTOCA VARZE" OR "COTTOCA TERCEIRA ADICAO"**, situated at Aquem Village, within the area of village Panchayat of Aquem Baixo, Taluka and Sub-District of Salcete, District of South Goa, State of Goa, described in the Land Registration Office of Salcete under No. 6669 of New Series, enrolled in the Taluka Land Revenue Office under No. 32. The afore described property is hereinafter referred to as the Said Entire Property.

SCHEDULE "B"

(Description of the said Plot)

The Plot No. 4 is presently surveyed in the survey records of Aquem village, Salcete Taluka under Survey No. 12/3-B having an area of 604 square metres. The said Plot is bounded in terms of survey records as under:-

On the North: by the property surveyed under survey
No.12/3-C
On the South: by the property surveyed under survey
No.12/3
On the East: by the property surveyed under survey
No.13
On the West: by the reserved access road of 10 metres.

SCHEDULE “D”
PAYMENT SCHEDULE

Total Amount Rs. /-

Modes of Payment:

- | | |
|---|--------|
| 1. At the time of signing of agreement | Rs. /- |
| 2. On completion of plinth | Rs. /- |
| 3. On casting of first slab | Rs. /- |
| 4. On casting of second slab | Rs. /- |
| 5. On completion of walls | Rs. /- |
| 6. On fixing of flooring tiles | Rs. /- |
| 7. On completion of all works and at the time of delivery of said apartment | Rs. /- |

Total Rs. /-

SCHEDULE “E”

(Specifications for Construction)

1. Structure :- RCC Frame Structure with Laterite / Brick Masonry
2. External walls of laterite masonry 20cms thick
3. Internal walls of half brick masonry with plaster and neeru finish, white wash for ceiling and with oil bound distemper for walls .
4. External walls with double coat cement plaster with snowcem or equivalent paint.
5. Main door :- Teak wood colour with embossed wood
6. Matti wood/Sal wood :- doorframes with flush doors
7. Aluminum sliding windows.
8. Flooring of vitrified tiles in living room and ceramic in other rooms.
9. Kitchen platform of granite lining and steel sink
10. W. C. of ceramic tiles with 1.00 metres high cladding
11. Flooring for bathroom , ceramic tiles and wall cladding is upto 2.2. metres .
12. One wash basin
13. P.V.C. pipe line for drainage .
14. Concealed electrical wiring with:

Living room: one fan point , two light points and two plug point

Bedrooms : one fan point, two light points and one plug point

Kitchen : one fan point, one light point, one plug point and one power plug point

W. C. : one light point

Balcony : one light point

Passage : one light point

15. Landline Phone Point in living room

SCHEDULE “F”
(Description of said flat)

(Description of the Said Flat Premises)

ALL THAT FLAT PREMISES BEING FLAT NO..... having total super built up areasq. mts. located on thefloor in the complex namely “_____” together with the proportionate undivided share in the said property corresponding to the Said Flat Premises, which building is under construction on the said property described in SCHEDULE-IV hereinabove. The “Said Flat Premises” is bounded as follows :

On the East : by

On the West : by

On the North : by

On the South : by

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED by,

Mr. SANDIP NAGUESH NAIK

(For self and attorney of his wife)

“THE BUILDERS” hereinabove

(Left hand finger impression)

(Right hand finger impression)

SIGNED AND DELIVERED by,
“THE PURCHASERS”
Mr. RAVINDRA JOSHI

(Left hand finger impression)

(Right hand finger impression)

WITNESS:

1.

2.

