

AGREEMENT OF CONSTRUCTION AND SALE

This AGREEMENT OF CONSTRUCTION AND SALE is made and executed at Margao, Goa, on this _____ day of _____, of the year 2017.

B E T W E E N

M/s. WEST END REAL ESTATE BUILDERS AND DEVELOPERS, a partnership firm, registered under the Indian Partnership Act, 1931, having its registered office at House no.1154, Pajifond, Margao, Goa, having PAN CARD no.AAQFM2621M, consisting of partners-

1) Mr. RANJIT CIPRIANO PEDRO DA SILVA, aged 40 years, married, Engineer, son of Mr. Pedro Antonio Jose Santan da Silva, having PAN CARD no.AJTPD2836K, resident of House no.1154, Pajifond, Golden Road, Margao, Goa , and ;

2) Mr. DOUGLAS AGAPITO STEPHEN FERNANDES alias DOUGLAS FERNANDES, aged about 47 years, in service, son of Sebastiao Fernandes, married, resident of House no.5595/96, Padma Narayan Estate, Gogol, Margao, Goa,

hereinafter referred to as "The OWNER CUM BUILDER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its partners, heirs, successors, executors, administrators, and assigns) OF THE FIRST PART.

The partner Douglas Fernandes is represented herein by Partner, Mr. RANJIT CIPRIANO PEDRO DA SILVA vide Power of Attorney executed on _____; a certified copy of which is furnished along with this Agreement to the office of the Sub Registrar.

A N D

_____ hereinafter referred to as "THE PROSPECTIVE HOLDER/S" (which expression shall

mean and include his/her/their respective heirs, successors, legal representatives, administrators, executors & assigns) OF THE SECOND PART;

All parties to this Agreement are Indian Nationals.

WHEREAS there exists a property situated at Borda, within the limits of the Margao Municipal Council, Taluka and Sub District of Salcete, District of South Goa, State of Goa, which is better described in Schedule 'A' hereto and which property shall hereinafter be referred to as the "SAID PROPERTY".

AND WHEREAS the said property belonged to Maria Carlota Quiteria Piedade Figueiredo also known as Maria Carlota Figueiredo, single, who sold the said property to (i) ANANTA SAJI RAICAR also known as ANANTH S. RAIKAR or ANANT S. RAIKAR and (ii) GOVINDA SAJI RAICAR, as minors, who were then represented by their father, SAJI RAICAR, along with residential house existing therein, vide a Deed of Sale dated 4/2/1954 duly found recorded in the Judicial Division of Salcete at Margao, at folio 48 overleaf onwards of Book of Notes 914.

AND WHEREAS in the said property, besides said Ananta Saji Raicar and Govinda Saji Raicar, their two brothers, namely (i) Shri RAJENDRA S. RAIKAR and (ii) Shri MAHESH S. RAIKAR, along with their respective spouses, were also residing in the residential house, which bears Urban H. No.632.

AND WHEREAS besides the residential house, there was also a small structure existing in the said property belonging to the Original Owners herein, which is now collapsed.

AND WHEREAS said Ananta Saji Raicar also known as Ananth S. Raikar or Anant S. Raikar expired, leaving behind, his widow, FERMINA GRACIAS, and as his heirs, his sons, namely -

- i. Mr. SAMIR A. RAIKAR, bachelor;
- ii. Mr. HEMANT A. RAIKAR, bachelor;
- iii. Mr. YESHPAL A. RAIKAR alias YASHPAL A. RAIKAR, married;

AND WHEREAS upon the death of said Ananta Saji Raicar, his son, Mr. SAMIR A. RAIKAR instituted Inventory Proceedings being Regular Inventory Procee. No.76/2014/II in the Court of the IInd Addl. Civil Judge Senior Division, at Margao, wherein, as per the Final Chart of Partition of the Assets drawn on 21 July 2014, the share of late Ananta Saji Raicar in the said property was allotted to said, (i) Mr. SAMIR A. RAIKAR, (ii) Mr. HEMANT A. RAIKAR, and (iii) Mr. YESHPAL A. RAIKAR alias YASHPAL A. RAIKAR; in equal shares, which has been confirmed vide Order dated 21 July 2014 passed by the IInd Addl. Civil Judge Senior Division, Margao.

AND WHEREAS in view of the above, (i) **Shri GOVIND S. RAIKAR and his wife Smt. SAVITA GOVIND RAIKAR**, became the Owners in possession of HALF of the said property, and (i) **Mr. SAMIR A. RAIKAR, (ii) Mr. HEMANT A. RAIKAR, and (iii) Mr. YESHPAL A. RAIKAR alias YASHPAL A. RAIKAR & his wife Mrs. FIONA INACIA FERRAO also known as FIONA INACIA FERRAO RAIKAR**, became the owners in possession of the remaining HALF of the said property (all shall hereinafter be jointly referred to as the "**ORIGINAL OWNERS**").

AND WHEREAS the SAID ORIGINAL OWNERS sold the said property described in Schedule 'A' hereto, to the OWNER CUM BUILDER herein, vide a Deed of Sale dated 27th August, 2014 duly registered in the office of the Sub Registrar of Salcete, at Margao, under Reg. no.MGO-BK1-03915-2014 CD No.MGOD79 on 27/08/2014,

AND WHEREAS the said Deed of Sale was subsequently rectified vide a Deed of Rectification dated 29th September, 2014 duly registered in the office of the Sub Registrar of Salcete, at Margao, under Reg. no.MGO-

BK1-04361-2014 CD No.MGOD79 on 29/09/2014, to the extent of rectifying the area of the said property and the Chalta number and the payment of the consideration to the Original Owners.

AND WHEREAS in view of the above, the OWNER CUM BUILDER became the exclusive owner in possession of the SAID PROPERTY, and is entitled to deal with the SAID PROEPRTY, in any manner, they deem fit and proper.

AND WHEREAS the OWNER CUM BUILDER has obtained Conversion Sanad from the Office of the Dy. Collector and S.D.O. II, South Goa, Margao, for change of use of land, for the purpose of residential use, under Sanad No.SDO/SAL/CONV/AK/II/15/463 dated 29/01/2016, in respect of the property forming part of P.T. Sheet no.136 Chalta nos.87, 150 and 151 of Margao city, admeasuring 417.80 sq. mts.

AND WHEREAS the OWNER CUM BUILDER have proposed a Scheme for the development and construction of Residential cum Commercial buildings "A" and "B" in the said property, and which buildings consist of flats/shops/ offices/_____.

AND WHEREAS for the purpose of such development, the OWNER CUM BUILDER have sought permission from the South Goa Planning and Development Authority, which is granted under Ref. No.SGPDA/P/5851/649/16-17 dated 28/07/2016.

AND WHEREAS for the purpose of construction of the Residential cum Commercial Buildings "A" and "B" and _____ in the said property, the Margao Municipal Council, Margao has also granted Construction Licence under No.A/50/16-17/384 dated 06/10/2016, with due approval of plans thereof;

AND WHEREAS the Govt. of Goa, Urban Health Center, (Health Dept.) Margao, has also issued No Objection Certificate from the sanitation point of view, under No.UHCM/NOC/_____ dated 12/08/2016.

AND WHEREAS based on the above referred permissions and approvals, the OWNER CUM BUILDER have commenced the construction of the project, and have named the entire project of development as _____

AND WHEREAS the PROSPECTIVE HOLDERS have approached the OWNER CUM BUILDER with a request that, upon completion of the construction by the OWNER CUM BUILDER on their own account, of the Building/s in the said property, the OWNER CUM BUILDER shall sell to the PROSPECTIVE HOLDERS a **Flat/Office/Shop** bearing no._____ admeasuring _____ sq. mts. of super built-up area, located on the _____ Floor, in Building "_____" (as shown in the plan annexed in RED colour lines) together with proportionate undivided share in the said property, for the price stipulated herein, which **Flat/Shop/Office** no._____ is fully described in SCHEDULE 'B' hereto, and the **said Flat/Shop/Office** together with proportionate undivided share in the said property shall hereinafter be referred to as the "**SAID PREMISES**".

AND WHEREAS the parties have mutually settled the terms of this Agreement, and the parties hereto hereunto record such terms of agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER :

Definitions:

1. For the purposes of this agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-

(a) "the said premises" shall mean the **Flat/Apartment/Shop/Office** as described in the SCHEDULE-B hereinafter written at the conclusion of this Agreement together with the proportionate undivided share in the said property;

(b) "the said property" shall mean the property described in SCHEDULE-A hereinafter written at the conclusion of this Agreement;

(c) "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 is sent by post, the service shall be deemed to have been effected on the third day of its posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender.

(d) "super built-up area" shall mean a total area obtained after adding to the built-up area of the premises, such additional area that shall be derived after multiplying the buildup area of the premises by a fraction obtained upon dividing the total common area by the total build up area of the entire building.

Project name:

2. The name of the project i.e., of the Residential cum Commercial complex to be constructed by the OWNER CUM BUILDER in the said property, shall be known as "West End Raikar Residency".

Transaction:

3. The OWNER CUM BUILDER shall construct, on its own account, the said building/s, proposed by them to be constructed in the said property, and thereafter the OWNER CUM BUILDER shall sell unto the PROSPECTIVE HOLDER/S the said **Flat/Shop/Office** described in the SCHEDULE - B hereto, being one of the premises, together with proportionate undivided share in the said property.

4. The proposed sale of the said premises shall include the sale of the said premises described in the SCHEDULE-B hereto and marked in RED colour lines in the PLAN annexed to this Agreement, as also proportionate undivided share in the said property described in Schedule

'A' hereto. The PROSPECTIVE HOLDERS shall bear the cost of the stamp duty and registration fee relating to the said premises.

4A. It is clearly understood between the parties that the sale of the said premises as stipulated in clause **23-23A** shall be effected only after completion of the entire project by the OWNER CUM BUILDER.

5. It shall be obligatory upon the OWNER CUM BUILDER to construct the said Flat/Shop/Office no._____, so to be purchased by the PROSPECTIVE HOLDERS, upon minimum compliance of the specifications contained in the ANNEXURE-I hereto and as per the layout shown in RED colour lines in the PLAN annexed hereto.

Consideration & payment thereof:

6A. The aggregate amount, inclusive of the sale price of the said Flat/Shop/Office no._____, the sale price of the proportionate undivided share in the said property, payable by the PROSPECTIVE HOLDERS/S to the OWNER CUM BUILDER in respect of the sale of the said premises hereby agreed to be made in favour of the PROSPECTIVE HOLDERS shall be **Rs.**_____ and the same shall be paid in the manner mentioned in the SCHEDULE – C hereinafter appearing.

6B. In case the PROSPECTIVE HOLDERS require any extra amenities other than those specified in the Annexure and/or desires use of any materials other than those specified in the Annexure and/or desires any changes, all of which falling within the rules and regulations of the competent authorities, the OWNER CUM BUILDER may provide the same and/or take up the execution of such changes and/or providing of material desired by the PROSPECTIVE HOLDERS, provided the additional expenditure of the same is paid by the PROSPECTIVE HOLDERS to the OWNER CUM BUILDER in advance, before taking up the work of said changes and before providing of extra and/or different materials. However, the OWNER CUM BUILDER shall have absolute

discretion in not taking up any changes as desired by the PROSPECTIVE HOLDERS.

7. It is hereby clarified that, the Service Tax or any other Tax if made applicable at any time, by any statute, shall be borne and paid by the PROSPECTIVE HOLDERS immediately on demand by the OWNER CUM BUILDER.

8. The total sum mentioned in the Clause-6A hereinabove written, shall be payable by the PROSPECTIVE HOLDERS to the OWNER CUM BUILDER only by way of crossed Account Payee Cheque or Banker's Demand Draft or Pay Order, payable at Margao, Goa, in the manner stipulated in the SCHEDULE-C hereinafter appearing. However, in this sole discretion and subject to the restriction put by any law in force, the OWNER CUM BUILDER may receive any amount in cash from the PROSPECTIVE HOLDERS, for which a receipt acknowledging the payments, shall be delivered by the OWNER CUM BUILDER to the PROSPECTIVE HOLDERS.

9. No amount paid by Cheque, Demand Draft or Pay Order, shall be deemed to have been received by the OWNER CUM BUILDER, until the value thereof is realized in the Bank Account of the OWNER CUM BUILDER.

Essence of contract:

10. 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 installments or part thereof shall be deemed to be the reasonable time and cause for the OWNER CUM BUILDER to terminate this agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, the OWNER CUM BUILDER shall have absolute right and discretion to accept payment of any installments or part thereof beyond the

prescribed time, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by the OWNER CUM BUILDER and that it shall not affect the right of the OWNER CUM 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 construed as deviation from this agreement and shall not in any way, change or alter the time for the payment of further installments herein specified. In case of delayed payment, penalty of 18% shall be paid by the PROSPECTIVE HOLDERS to the OWNER CUM BUILDER on the amount payable, from the date of default till the actual payment.

Termination:

11. However, in case of delay in making payment of any of the installments by the PROSPECTIVE HOLDERS, the OWNER CUM BUILDER shall issue a notice in writing in that regard to the PROSPECTIVE HOLDERS at the address mentioned herein, and if the entire defaulted amount is not paid to the OWNER CUM 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 PROSPECTIVE HOLDERS, even though the money till then received from the PROSPECTIVE HOLDERS is not returned by the OWNER CUM BUILDER to the PROSPECTIVE HOLDERS.

Return of money & place of refund:

12. In case of such termination, the OWNER CUM BUILDER shall repay to the PROSPECTIVE HOLDERS the entire amount actually received till then by the OWNER CUM BUILDER from or on behalf of the PROSPECTIVE HOLDERS, except the amount of Service Tax contained therein, 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 PROSPECTIVE HOLDERS. No interest shall be payable, at all, by the OWNER CUM BUILDER on such amounts to be refunded. Administrative charges to the tune of 10% shall be deducted on the sale amount.

13. It is specifically agreed that such refund shall be collected by the PROSPECTIVE HOLDERS from the Head Office of the OWNER CUM BUILDER by giving to the OWNER CUM BUILDER, at least, 48 hours notice, prior to arrival of the PROSPECTIVE HOLDERS to collect such refund. Such refund shall be made by Cheque payable at Margao, Goa.

Compliance of obligations under FEMA:

14. If the PROSPECTIVE HOLDERS are not Indian Citizens, but is/are Indian Citizen/s Resident/s Outside India or Person/s of Indian Origin but had earlier held Indian passport, then all the payment under this Agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR account and further the PROSPECTIVE HOLDERS shall also comply with all the requirements of the Foreign Exchange Management Act, 1999, (FEMA) and the Rules and Regulations made there under.

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

15. The OWNER CUM BUILDER is entitled to alter the plans of construction of the said Flat/Building, as per the requirement of the architect/engineer or the sanctioning authorities, provided, such alteration of the plans of construction shall not affect the construction of Flat/Shop/Office no. _____ agreed to be sold to the PROSPECTIVE HOLDERS under this Agreement. The OWNER CUM BUILDER shall be entitled to use and consume more FAR if permissible now or at a later date and may construct additional premises and dispose them.

Inspection of the said premises and documents:

16. It shall be the obligation of the PROSPECTIVE HOLDERS to inspect or to get inspected from the authorized representative, the construction of the said premises, so that objections, if any, regarding defect in such construction or execution of such items of construction shall be raised by the PROSPECTIVE HOLDERS or the authorized representative, in writing, while such work is in progress or within one week from date of execution of such items. 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 HOLDERS.

17. The PROSPECTIVE HOLDERS hereby agree and declare that the PROSPECTIVE HOLDERS have inspected all the title documents of title pertaining to the said property, and also all the approvals, permissions, licences etc., obtained for the construction of the building, including the plans approved there under and that the PROSPECTIVE HOLDERS are fully satisfied about the title of the OWNER CUM BUILDER regarding the said property being free of all encumbrances; about the authority of the OWNER CUM BUILDER to execute this Agreement and about the legality of the construction of the said building.

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

Completion and delivery:

19. Upon the receipt of total consideration as mentioned under Clause-6A above and upon receipt of other amounts payable under Clauses-24 of this Agreement, the OWNER CUM BUILDER shall deliver unto the PROSPECTIVE HOLDERS the said premises and shall also execute and/or cause to execute a document of transfer in respect of the said premises unto the PROSPECTIVE HOLDERS, however, subject to completion of the entire project consisting of Buildings "A" and "B" in the said property by the OWNER CUM BUILDER.

20. Subject to the conditions of payment of installments and other payments to be made by the PROSPECTIVE HOLDERS to the OWNER CUM BUILDER as stipulated herein, the OWNER CUM BUILDER shall upon its due completion, tender delivery of the said Flat to the PROSPECTIVE HOLDERS, **on or before** _____

21. The OWNER CUM BUILDER shall not incur any liability if he is unable to complete the said premises and/or deliver the possession of the said premises to the PROSPECTIVE HOLDERS within the period stipulated herein, if the completion of the project 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 OWNER CUM BUILDER. In any of the aforesaid events, the OWNER CUM BUILDER shall be entitled to reasonable extension of time for delivery of the said premises as may be certified by the Architect or agreed mutually between the parties hereto.

22. At the time of taking delivery of the said premises from the OWNER CUM BUILDER, the PROSPECTIVE HOLDERS, shall sign and execute the following :-

(a) "Letter of Possession" based on the standard format of the OWNER CUM BUILDER, which shall be the only proof and document of taking delivery of the said premises by the PROSPECTIVE HOLDERS from the OWNER CUM BUILDER;

(b) Transfer Form for House-tax transfer, and application, undertaking, affidavit etc.;

(c) Transfer Form for Electricity connection transfer and water connection transfer, application, undertaking, affidavit, etc.

(d) Entity or Maintenance Society formation papers.

Formation of an entity or Co-operative Maintenance Society:

23. The PROSPECTIVE HOLDERS shall join as members of the Entity or Registered Co-operative Maintenance Society, to be formed by the OWNER CUM BUILDER, for the purposes of maintenance of the common amenities provided to the entire complex and for this purpose shall sign all necessary papers, bye-laws, undertakings, declarations etc., and shall make payment of such fees and charges as may be fixed by such entity or society for the purposes of maintenance of the common amenities.

23A. The Transfer of the said building/s along with the land in favour of the Entity or Registered Co-operative Maintenance Society shall be effected only upon completion of the entire project. It is understood between the parties that if at any time in future, the OWNER CUM BUILDER decides to amalgamate the said property with the surrounding/adjacent properties, for the purpose of balance development of the additional area, the OWNER CUM BUILDER shall have full right and authority to do the same, subject to necessary permissions obtained from the concerned authorities and in that event, the PROSPECTIVE HOLDERS shall not have any say or object or

interfere in the proposed construction of the building/s in the said amalgamated area.

Other amounts payable under this Agreement:

24. The PROSPECTIVE HOLDERS hereby agree and undertake to pay to the OWNER CUM BUILDER, before taking delivery of possession of the said premises or on demand, the following amounts:-

(a) The charges for obtaining electric connection as well as for obtaining common water connection shall be as per the actual expenses and the bills submitted by the respective departments.

(b) Electricity charges as per the bills raised by the Electricity Department in respect of the said premises from the date of connection;

(c) Water charges as per the bills raised by the Public Works Department in respect of the said premises, from the date of connection;

(d) House-Tax in respect of the said premises;

(e) Infrastructure-Tax in respect of the said premises, as may be levied and collected or to be collected by the competent authorities and any other new taxes, value added tax, or service charges introduced by the Central Government and/or the State Government;

(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;

(g) 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 documents or finalising the final Deed of Transfer by virtue of this Agreement in favour of the PROSPECTIVE HOLDERS.

(h) Towards contribution for the formation of the society and Society maintenance fund, the actual expenses/consideration shall be charged in advance to the PROSPECTIVE HOLDERS before taking the possession

of the premises and after formation of the Society, the fund if any shall be transferred to the Society.

Transfer and use of the said premises:

25. The PROSPECTIVE HOLDERS shall have no right to transfer/assign or sell the rights and interests created by virtue of this Agreement unless the PROSPECTIVE HOLDERS first take possession of the said premises from the OWNER CUM BUILDER.

26. The PROSPECTIVE HOLDERS shall use the said **Flat/Shop/Office for residential/commercial** purpose only. After handing over of the premises, the PROSPECTIVE HOLDERS shall not carry out any construction of whatsoever nature to the same without the prior permission of the OWNER CUM BUILDER and the society. The PROSPECTIVE HOLDERS shall use only the parking space allotted to him/her by the OWNER CUM BUILDER.

27. The PROSPECTIVE HOLDERS shall not have any right to the open terrace, open spaces or any other area until the same is transferred either in their individual name or in the name of the Entity or Society and the OWNER CUM BUILDER shall be free to use the same in the manner, they deem fit and proper.

Service of notice:

28. Any intimation, by way of notice or otherwise, to be given to the PROSPECTIVE HOLDERS by the OWNER CUM BUILDER, shall be deemed to be served on the PROSPECTIVE HOLDERS, if the same is sent through registered post A/D, at the following name and address:

Mr. _____

r/o _____

Settlement of Disputes:

29. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the said premises, or time fixed for the payment of installments, shall be finally settled by a certificate of such stage or final Completion Certificate by the Architect or RCC Consultant and such certificate shall be binding on the parties hereto.

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

Transfer of House-Tax and Electricity & Water connection

31. Upon taking delivery of the said premises, it shall be the responsibility of the PROSPECTIVE HOLDERS to get the house-tax records, electricity connection and water connection, in respect of the said premises transferred in the name of the PROSPECTIVE HOLDERS, at the cost and expense of the PROSPECTIVE HOLDERS, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes.

Other conditions:

32. In the event the Society or any Legal Entity cannot be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY, the OWNER CUM BUILDER shall convey unto the PROSPECTIVE HOLDERS, the Said Flat/Shop/Office along with the

undivided share of the said property, proportionate to the built up area of the said Flat/Shop/Office unto the PROSPECTIVE HOLDERS, in such manner, as may be determined by the OWNER CUM BUILDER.

33. In case the OWNER CUM BUILDER undertakes the work of providing any additional amenities or facilities under any Government Rule or Regulation and such work entails additional cost, the same shall be borne by the PROSPECTIVE HOLDERS proportionately, and such additional cost shall be paid prior to the OWNER CUM BUILDER undertaking such work.

34. It is further made clear that all the costs and expenses in preparing, executing and registering such document of transfer of said premises together with proportionate undivided share in the land, including the stamp duty and registration charges, shall be borne and paid by the PROSPECTIVE HOLDERS.

35. Nothing contained in this Agreement shall be construed as demands or assignment or conveyance or encumbrance on the said property or any portion thereof. Such demands or assignments or conveyance shall be only effected by way of delivery of possession of the said premises to be effected or caused to be effected by the OWNER CUM BUILDER.

36. It is clearly understood between the parties that the possession of said premises is not handed over by the OWNER CUM BUILDER to the PROSPECTIVE HOLDERS under this Agreement, which shall be evinced by way of executing a separate appropriate document between the parties hereto.

37. All the documents to be executed between the PROSPECTIVE HOLDERS and the OWNER CUM BUILDER shall be prepared by the Advocate of the OWNER CUM BUILDER at the expense of the PROSPECTIVE HOLDERS.

38. All the parties hereto shall specifically perform this Agreement.

Schedule A -
(Description of the property)

All that property without any special denomination along with its residential house bearing no.632 with Courtyard and compound, situated at ward Borda within the limits of Margao Municipal Council, taluka of Salcete, district of South Goa, state of Goa, not described in the land registration office but enrolled in the Taluka Revenue Office (Matriz) under no.582, and is bounded on the :-

East - by the house of the heirs of Camilo Constancio Coutinho,
West - by the house of the heirs of Gregorio Constancio Dias (chalta nos.105, 106 and 131 of P.T. Sheet no.136),
North and South - by public road;

The entire property is identified in the survey records of city survey office of Margao, under Chalta nos.87, 104(part), 150 and 151 of P.T Sheet no.136.

The total area of the entire property is **743 sq. mts.** and is shown in the plan annexed hereto marked in RED colour lines.

Schedule 'B' -
Description of Flat/Shop/Office No._____ -

All that Flat/Shop/Office bearing no._____ admeasuring _____ sq. mts. of super built-up area, located on the _____ FLOOR, in the building "_____", as shown in the plan annexed hereto, in the project _____, which Flat is bounded as under -

On the North - by _____;
on the South - by _____

on the East - by _____

on the West - by _____

Schedule - C

PAYMENT SCHEDULE of Rs.

- 1) Rs. _____ paid on _____ by cheque

- 2) Rs. _____ to be paid on or before _____
- 3) Rs. _____ to be paid on or before _____
- 4) Rs. _____ to be paid on or before _____
- 5) Rs. _____ to be paid on or before _____
- 6) Rs. _____ at the time of taking possession

Annexure I -
Specification

LIST OF AMENITIES TO BE PROVIDED IN EACH OF THE PROPOSED
NEW FLAT/SHOP/OFFICE

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day, month and year first herein above written.

OWNERS CUM BUILDERS

PROSPECTIVE HOLDERS -