

(Rupees Fifty four thousand, six hundred twenty Only)

FOR CITIZEN CREDIT
CO-OP. BANK LTD.

CITIZEN CREDIT CO-OPERATIVE
BANK LTD
SHOP NO. 1 & 16, SAPANA TERRACES CH.S.L
SWATANTRA PATH YASCO-DA-GAMA
GOA - 403 802

भारत 10147
191287

NON JUDICIAL
JAN 20 2018



26: 290 the hour of 100 290 16:16

Rs 0054620/- PB7122

INDIA

STAMP DUTY

GOA

AUTHORISED SIGNATORY

* Old

Name of Purchaser: ABDUL MAJID ABDUL SAMAD SHAIKH

42/2018

22/01/2018



Old
(CD mart)

AGREEMENT FOR CONSTRUCTION CUM SALE

THIS AGREEMENT FOR CONSTRUCTION CUM SALE is entered into on this 22 day of January 2018 at Valpoi Satarri, Goa.

(ML)

SM/008

BETWEEN

MR, NAZIR KHAN, son of Akbar Khan, 47 years of age, married, businessman, having PAN:- AEEPA6120P, Indian National and resident of Flat No.302, Murgao Avenue, 3rd Floor, Near Destero Church, Vasco-Da-Gama, Goa, hereinafter called the "**PROSPECTIVE-VENDOR-CUM-DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof include his legal heirs, representatives, successors, executors, administrators and assigns) of the **FIRST PART;**

AND

MR. ABDUL MAJID ABDUL SAMAD SHAIKH, son of Mr. Abdul Samad Shaikh, 61 years of age, married, service, having PAN: APUPS2345R, Aadhaar card No: 9577 9287 8801 Indian National and residing at H.no: Flat no. 201, Betlekar wada, Nanus valpoi sattari, Goa, hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof include his legal heirs, representatives, successors, executors, administrators and assigns) **OF THE SECOND PART.**

AND

1. **YACUB MUSSA AGA alias YAKUB MUSA AGA**, son of late Mussa Aga, 58 years of age, married, businessman, having PAN:- BMGP7767P, and his wife **1a. MRS. FARIDA AGA**, wife of Mr. Yacub Mussa Aga alias Yakub Musa Aga, 48 years of age, married, housewife, having PAN:- BKWPA0968C, **2. MR. AJIM MUSSA AGA**, son of late Mussa Aga, 48 years of age, married, businessman, having PAN:- BHTPA0791F, and his wife **2a. MRS. AKILABHANO AJIM AGA**, wife of Ajim Mussa Aga, 37 years of age, married, housewife, having PAN:- BIBPA4099R,

(NF)

[Handwritten signature]

3. **MR. AFZAL AGA**, son of late Mussa Aga, 47 years of age, married, businessman, and his wife **3a. MRS. NAFIZA AGA alias NAFEESA AGA**, wife of Afzal Aga, 32 years of age, married, housewife, and **4. MR. HAMID AGA**, son of late Mussa Aga, 53 years of age, bachelor, businessman, hereinafter called the **"OWNERS"** hereinafter represented by their duly constituted attorney **MR, NAZIR KHAN**, who is empowered vide Power of Attorney dated 12/04/2017 executed before Notary Advocate Mr. Suraj kumar Naik under registration No. 3623/2017 (which expression shall unless repugnant to the context or meaning thereof include his legal heirs, representatives, successors, executors, administrators and assigns) of the **THIRD PART**

AND

MRS. SAFIYA KHAN W/o Nazir Khan, aged 40 years PAN: ALUPK4665Q, housewife, married, Indian National and both residents of flat no: 302, 3rd Floor Murgao Avenue, Near Desterro church, Vasco-da-Gama, Goa hereinafter called the **"CONFIRMING PARTY"** represented by her duly constituted attorney **MR. NAZIR KHAN**, who is empowered vide Power of Attorney dated 12/04/2017 executed before Notary Advocate Mr. Suraj kumar Naik under registration No. 3623/2017 (which expression shall unless repugnant to the context or meaning thereof include her legal heirs, representatives, successors, executors, administrators and assigns) of the **FOURTH PART.**

WHEREAS there exists larger property known as "MOSICHEM MOLL" alias "MOCHICHEM MOL" also known as "MOXICHEM MOL" admeasuring 2400 sq. mtrs. Bearing Survey No.22/4 of Nanus village, Sattari Taluka, North Goa District, State of Goa,

(NS)

[Handwritten Signature]

described in the Land Registration Office of Bicholim under No.10510 of Book B-27 but not enrolled in the Taluka Revenue Office hereinafter referred to as the "said property" more particularly described in Schedule-I hereinbelow written.

AND WHEREAS the said property was originally belonged to Mrs. Hapizambi alias Apizambi, and her daughter Mrs. Shabirambi and her husband Mr. Gafur Aga, Mr. Xec Agis and his wife Mrs. Jeinabi and Mr. Xec Idrus and his wife Mrs. Jemilabi.

AND WHEREAS the aforesaid said Mrs. Hapizambi alias Apizambi, and her daughter Mrs. Shabirambi and her husband Mr. Gafur Aga, Mr. Xec Agis and his wife Mrs. Jeinabi and Mr. Xec Idrus and his wife Mrs. Jemilabi sold the said property to Mr. Mussa Aga vide Deed of Sale with Quittance of the price dated 08/10/1963 recorded at Book 266 at Fl.42 of Conservatory of the Land Registration of Bicholim and as such said Mr. Mussa Aga became the absolute owner in possession of the said property.

AND WHEREAS said Mr. Mussa Aga expired on 20/09/1968 leaving behind him his wife Mrs. Ashrafbi Aga as his moiety holder and his children viz. 1) Mr. Yacub Mussa Aga alias Yakub Musa Aga married to Mrs. Farida aga, 2) Mr. Ajim Mussa Aga married to Mrs. Akilabhano Ajim Aga, 3) Mr. Afzal Aga married to Mrs. Nafiza Aga alias Nafeesa Aga, 4) Mr. Hamid Aga bachelor 5) Mrs. Dildar Begum married to Mr. Daud Khan Karol and 6) Mrs. Farida Bi married to Mr. Abdul Hamid Beg as his legal heirs which is confirmed by virtue of Deed of Succession dated 12/07/2013 drawn in the Notarial Book No.18 at page 75 dated 12/07/2013 before the Notary Ex-Officio, Sattari. Thus the title of said property vests in Mrs. Ashrafbi Aga, Mr. Yacub Mussa Aga alias Yakub Musa Aga, Mrs. Farida aga, Mr. Ajim Mussa Aga, Mrs. Akilabhano Ajim Aga, Mr. Afzal Aga, Mrs. Nafiza Aga alias Nafeesa Aga, Mr. Hamid Aga, Mrs. Dildar Begum, Mr. Daud Khan Karol, Mrs. Farida Bi and Mr. Abdul Hamid Beg.

AND WHEREAS by a Deed of Relinquishment dated 22/01/2014 drawn in the Notarial Book of Deeds No.19 at page 18v dated 22/01/2014 before the Notary Ex-Officio, Sattari, said Mrs. Dildar Begum alongwith her husband Mr. Daud Khan Karol and Mrs. Farida Bi alongwith her Mr. Abdul Hamid Beg relinquished their rights in the estate of late Mr. Mussa Aga which they are entitled in favor of the co-owners, Thus the title of said property now vests in Mrs. Ashrafbi Aga, Mr. Yacub Mussa Aga alias Yakub Musa Aga, Mrs. Farida aga, Mr. Ajim Mussa Aga, Mrs. Akilabhano Ajim Aga, Mr. Afzal Aga, Mrs. Nafiza Aga alias Nafeesa Aga, Mr. Hamid Aga.

AND WHEREAS said Mrs. Ashrafbi Aga, Mr. Yacub Mussa Aga alias Yakub Musa Aga, Mrs. Farida aga, Mr. Ajim Mussa Aga, Mrs. Akilabhano Ajim Aga, Mr. Afzal Aga, Mrs. Nafiza Aga alias Nafeesa Aga, Mr. Hamid Aga entrusted the said property to Mr. Nazir Khan (**PROSPECTIVE-VENDOR-CUM-DEVELOPER** herein) vide Agreement for Sale Construction, Development and Sale dated 10/04/2014 to develop the said property by constructing multi-storied buildings in the said property and in exchange the Developer has to deliver 4 double bedroom flats admeasuring 110.00 sq. mtrs. each to the Owners or their nominees on ownership basis as mentioned in the said Agreement and also executed a Irrevocable Power of Attorney dated 22/12/2017 under serial No.02/2017 to carry out the said work of construction and to sell the units constructed to prospective buyers and for that purpose to sign on agreement of sale and other documents.

AND WHEREAS said Mr. Nazir Khan in the name of the Owners obtained necessary Technical Clearance Order under No.DD/2180/BICH/TCP-15/420 dated 30/03/2016 issued by Town and Country Department of Bicholim-Sattari Taluka,

(NS) 

Construction License under No.01/15-16. dated 10/06/2015 issued by Valpoi Municipal Council and all other required approvals from competent authority, for the construction of the multi-storied building in the said property and also obtained Conversion Sanad under No.RB/CNV/SAT/COLL/01/2015 dated 20/04/2015 issued by the Deputy Collector of Bicholim-Sattari Taluka, Goa, for the conversion of the said property from agricultural into non-agricultural purpose.

AND WHEREAS said Mrs. Ashrafbi Aga expired on 13/04/2014 leaving behind said Mr. Yacub Mussa Aga alias Yakub Musa Aga, Mrs. Farida aga, Mr. Ajim Mussa Aga, Mrs. Akilabhano Ajim Aga, Mr. Afzal Aga, Mrs. Nafiza Aga alias Nafeesa Aga, Mr. Hamid Aga as her legal heirs which is confirmed by virtue of Deed of Succession dated 13/10/2014 drawn in the Notarial Book No.44 at pages 14 to 16v dated 21/10/2014 before the Notary Ex-Officio, of Canacona, Goa. Thus the title of said property vests in, Mr. Yacub Mussa Aga alias Yakub Musa Aga, Mrs. Farida aga, Mr. Ajim Mussa Aga, Mrs. Akilabhano Ajim Aga, Mr. Afzal Aga, Mrs. Nafiza Aga alias Nafeesa Aga, Mr. Hamid Aga.

AND WHEREAS the said proposed project of constructing a multi-storied building to be named as "**KHAN RESIDENCY**" in the said property is legal.

Said Project undertaken by Mr. Nazir Khan consisting of commercial shops and residential Flats.

AND WHEREAS the Purchaser herein is desirous of acquiring certain premises in the said building and hence have approached the **PROSPECTIVE VENDOR-CUM-DEVELOPER** to purchase one Shop being Shop No.01, admeasuring an area of 26.90sq. mtrs. on the ground floor of the said building, which shop hereinafter referred to as "said shop" more particularly described in Schedule-II hereunder written.

AND WHEREAS the **PURCHASER** herein have taken the inspection of all the title document and is satisfied about its title and hence agreed to purchase the said Shop in the said property for total consideration of Rs. Rs. 18,83,000 (Rupees Eighteen Lakhs Eighty Three Thousand Only) upon the terms and conditions hereinbelow set out:-

NOW THEREFORE THIS AGREEMENT OF CONSTRUCTION CUM SALE WITNESSETH AS UNDER:-

1. **CONSIDERATION:**

- a) That the **PROSPECTIVE VENDOR-CUM-DEVELOPER** shall under normal conditions and subject to the timely payments to be made by the PROSPECTIVE PURCHASER/S as enumerated in **SCHEDULE-III** hereunder, construct and sell the said premises, as per the plans and specifications as described in **SCHEDULE-IV** and as approved by the PROSPECTIVE PURCHASER, with such variations and alterations, as the PROSPECTIVE VENDOR-CUM-DEVELOPER may consider necessary or as may be required by the Architect of the PROSPECTIVE VENDOR-CUM-DEVELOPER or by any authority, to be made in them or in any of them. The PROSPECTIVE PURCHASER/S hereby expressly consents to all such variations and alterations to the same and the PROSPECTIVE VENDOR-CUM-DEVELOPER shall not have to take any further permission from the PROSPECTIVE PURCHASER/S for the same. It is clearly understood and agreed by and between the parties to these presents that in the event of the super built-up area mentioned above is increased or decreased, the price mentioned therein will be proportionately amended. The details of the super built-up area of the said Shop and the cost are given in **SCHEDULE-II** hereunder written.

(NS)

[Handwritten Signature]

- b) The PROSPECTIVE VENDOR-CUM-DEVELOPER do hereby agree to sell the Said Premises together with the corresponding undivided rights in the SAID PROPERTY, to the PROSPECTIVE PURCHASER/S, on completion of the construction of the Said Premises, in all respects, for a total consideration of Rs. 18,83,000 (Rupees Eighteen Lakhs Eighty Three Thousand Only) and the PROSPECTIVE PURCHASER/S hereby agree/s to pay the said consideration in the manner stipulated in the **SCHEDULE-III** hereinafter appearing as and when they become due and payable, the time for payment of each of such installment as specified in the SCHEDULE-IV being the essence of contract. All payments shall be made by local cheques or DD payable. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the PROSPECTIVE PURCHASER/S will also be paid by the PROSPECTIVE VENDOR-CUM-DEVELOPER in Indian rupees only.

2. **ADDITIONAL AMENITIES/ADDITIONAL FAR:**

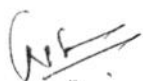
- a) In case the PROSPECTIVE PURCHASER/S desire/s amenities and/or use of material/s other than those specified in **SCHEDULE-IV** and/or the PROSPECTIVE PURCHASER/S desire/s any changes, all of which are within the rules and regulations of competent authorities, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall entrust the execution of such amenities or providing of materials or changes desired by the PROSPECTIVE PURCHASER/S to the competent contractor. If the same entails any additional expenditure the entire additional expenditure shall be paid by the PROSPECTIVE PURCHASER/S to the said contractor before the said change of work or providing of different amenities and/or material is taken up for execution. However it is made absolutely clear that the PROSPECTIVE VENDOR-CUM-DEVELOPER have absolute discretion not to entertain the request for change/changes in the plan/amenities as desired by the PROSPECTIVE PURCHASER/S.

(NF)

[Handwritten Signature]

- b) The PROSPECTIVE PURCHASER/S agree/s that the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be entitled to make such variations in the plan and specifications as shall be required to be carried out by the Town and Country Planning Department/Planning and Development Authority or Village Panchayat and as may be necessary by the agencies from time to time. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall be exclusively entitled to consume more FAR/FSI if due to change in building regulations, additional premises can be built.

If any time hereinafter in the said building scheme the floor area ratio presently applicable to the said plot is increased or any unused FAR can be used, such increase or unused FAR shall be for the benefit of the PROSPECTIVE VENDOR-CUM-DEVELOPER alone, without any rebate to the PROSPECTIVE PURCHASER/S, with right to the PROSPECTIVE VENDOR-CUM-DEVELOPER to use the such additional permissible FAR or unused FAR by constructing additional floor or construction in the SAID PLOT and the PURCHASER/S shall have no objection to such additional floor or construction and hereby communicates his/her/their no objection for such additional construction which might become possible due to increase in the FAR of the Said plot or use of unused FAR and consequently for sale of such additional premises to third party along with proportionate undivided share in the land appurtenant thereto. It is clearly understood herein that what is agreed to be sold by this agreement is the Said Premises and its undivided proportionate share in the land appurtenant thereto and not the FAR/FSI of the said undivided proportionate share in the land. In such a case the PROSPECTIVE PURCHASER shall agree to extend the date of possession of the said premises.



- c) The PROSPECTIVE PURCHASER/S shall not be entitled to object or obstruct in any manner in case the PROSPECTIVE VENDOR-CUM-DEVELOPER decide to change the plans as approved in case the construction of the said premises is not substantially affected.

3. **TIME FRAME/PENALTIES:**

- a) The PROSPECTIVE VENDOR-CUM-DEVELOPER shall deliver the said premises for use and occupation of the PROSPECTIVE PURCHASER/S 15 Months from the date of Agreement, completed in all respects, provided all the amounts due and payable by the PROSPECTIVE PURCHASER/S under this agreement are timely and duly paid to PROSPECTIVE VENDOR-CUM-DEVELOPER. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall by a notice in writing, intimate the completion of the said premises to the PROSPECTIVE PURCHASER/S and the PROSPECTIVE PURCHASER/S within seven days of the receipt of the said notice take delivery of the said premises, failing which the PROSPECTIVE PURCHASER/S shall be deemed to have taken possession of the said premises on the expiry of the seventh day. Provided further that the PROSPECTIVE PURCHASER/S shall have no claims against the PROSPECTIVE VENDOR-CUM-DEVELOPER if the delivery of possession of the said premises is delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be entitled to reasonable extension of time for handing over the delivery of the premises on the date as agreed, if the possession of the premises is delayed on account of:
- i) Non-availability of steel, cement, other building material;
- ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;

(N)

[Handwritten signature]

- iii) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority;
- iv) Delay on the part of Government/Statutory Authority in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply in case the said premises is completed in all respect and proper application are made to the Government/Statutory Authority;
- v) Alteration required in the said premises by the PROSPECTIVE PURCHASER/S;
- vi) for other reasons beyond the control of the PROSPECTIVE VENDOR-CUM-DEVELOPER;
- vii) Non-payment of agreed consideration and or outgoings by the PROSPECTIVE PURCHASER/S (in case the agreement is not terminated).
- b) If the PROSPECTIVE PURCHASER/S commit/s default in payment of any of the installments as provided and agreed in **SCHEDULE-III** on their respective due dates, time being the essence of the contract, and/or in observing and performing any of the terms and conditions of this agreement, the present agreement shall stand automatically cancelled and terminated without any notice. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall, however, on such termination refund to the PROSPECTIVE PURCHASER/S the amounts, if any, which may have till then been paid by the PROSPECTIVE PURCHASER which shall not carry any interest after deducting 25% of the amount received and only after the PROSPECTIVE VENDOR-CUM-DEVELOPER entering into fresh agreement with any third party of the choice of the PROSPECTIVE VENDOR-CUM-DEVELOPER in respect of the Said Premises.

(NL) 

On the automatic termination of this Agreement under this clause, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be at liberty to allot and dispose of the Said Premises, without any notice to the PROSPECTIVE PURCHASER/S, to any other person as the PROSPECTIVE VENDOR-CUM-DEVELOPER deem fit, for such consideration as the PROSPECTIVE VENDOR-CUM-DEVELOPER may determine and the PROSPECTIVE PURCHASER/S shall not be entitle to question this act of the PROSPECTIVE VENDOR-CUM-DEVELOPER and or to claim any amounts from them. Without prejudice to their rights of terminating the present Agreement in case of default in payment of the installments of the consideration the PROSPECTIVE VENDOR-CUM-DEVELOPER, at their absolute discretion, may allow the PROSPECTIVE PURCHASER/S to pay the defaulted installments of the consideration on the extended date/s with interest @ 18% (Eighteen per cent) p.a. compounded quarterly.

- c) In case any of the cheques issued by the PROSPECTIVE PURCHASER/S for payment of part consideration of this agreement, when presented for payment is/are dishonored for any reason, apart from the rights of the PROSPECTIVE VENDOR-CUM-DEVELOPER as provided in clause 3b) above, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be at liberty to file appropriate proceedings for recovery of money and or dishonor of cheque and in case of dishonor, the entire sum paid till then shall stand forfeited in favor of the PROSPECTIVE VENDOR-CUM-DEVELOPER and then the provisions of clause 3b) of this agreement shall follow, with the exclusion of refund clause.
- d) Subject to clause 3a) above, the PROSPECTIVE VENDOR-CUM-DEVELOPER is unable to or fail to give possession of the said premises to the PROSPECTIVE PURCHASER/S within the time agreed herein above, or within any further extended date or dates

(N/A)

[Handwritten Signature]

agreed to by the parties hereto, then in such case the PROSPECTIVE PURCHASER/S shall be entitled to give 15 days' notice in writing to the PROSPECTIVE VENDOR-CUM-DEVELOPER terminating the agreement, in which event, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall, within five weeks from receipt of such notice, refund to PROSPECTIVE PURCHASER/S the amounts, if any, that may have been received by the PROSPECTIVE VENDOR-CUM-DEVELOPER from the PROSPECTIVE PURCHASER/S in respect of the said premises as well as pay simple interest @ 9% p.a. on such amounts from the date of receipt thereof till its repayment. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall also pay to the PROSPECTIVE PURCHASER/S a lump-sum of Rs. 5000/- (Rupees five thousands only) as liquidated damages in respect of such termination. However, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall not be liable to reimburse or refund the PROSPECTIVE PURCHASER/S the service tax, Vat and other outgoings collected from the PROSPECTIVE PURCHASER or stamp duty and or registration fees and other expenses incurred by the PROSPECTIVE PURCHASER/S for registration of this agreement.

- e) The PROSPETIVE PURCHASER/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession nor shall be entitled to claim any damages except as agreed herein above.
- f) The Date of Possession mentioned herein is specifically with respect to the completion of Said premises mentioned herein and the PROSPECTIVE VENDOR-CUM-DEVELOPER shall get a sufficient time to complete the amenities such as swimming pool, if any, landscaped garden, if any and clubhouse, if any within the complex.

(N.P.)



4. **OBLIGATIONS:**

- a) The PROSPECTIVE PURCHASER/S agree/s to effect all payments referred to in SCHEDULE V.
- b) On receipt of the notice contemplated in Clause 3a) herein, the PROSPECTIVE PURCHASER/S is/are liable to take possession within 7 days from the date of receipt of the said notice. The PROSPECTIVE PURCHASER/S shall take possession only after inspecting the premises completely and shall give a letter of inspection and possession. The PROSPECTIVE PURCHASER/S shall have no claim against the PROSPECTIVE VENDOR-CUM-DEVELOPER in respect of any item of work thereafter.
- c) In case the PROSPECTIVE PURCHASER/S fail/s to take possession within 7 days from the receipt of the notice as contemplated in clause 3a) and 3b) above, then it shall be deemed that the PROSPECTIVE PURCHASER/S has/have taken possession of the premises after inspection irrespective of whether the PROSPECTIVE PURCHASER/S has/have actually taken physical possession or not.
- d) Notwithstanding anything said in this agreement, upon notice in writing from the PROSPECTIVE VENDOR-CUM-DEVELOPER calling upon the PROSPECTIVE PURCHASER/S to take possession, whether they have actually taken possession or not, the PROSPECTIVE PURCHASER/S shall be liable to pay proportionate share of all the outgoings including Maintenance charges, Local Taxes from the date of such actual possession or deemed possession.
- e) Upon possession of the said premises being delivered to PROSPECTIVE PURCHASER, the PROSPECTIVE PURCHASER/S shall be entitled to use and occupy the said premises. Upon the PROSPECTIVE PURCHASER/S taking possession of the said premises they shall have no claims against the PROSPECTIVE VENDOR-CUM-DEVELOPER

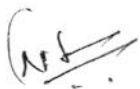
(N/S) 

in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. Cracks to the plaster/dampness in external walls shall not be considered as defect in work unless the Architect of the PROSPECTIVE VENDOR-CUM-DEVELOPER opines otherwise.

Notwithstanding what has been stated above, the possession shall not be deemed to be vested in the PROSPECTIVE PURCHASER/S if the PROSPECTIVE PURCHASER/S owe any sum of monies payable to the PROSPECTIVE VENDOR-CUM-DEVELOPER under this agreement, however, from the date of expiry of seven days from the date of notice under clause 3a), the PROSPECTIVE PURCHASER/S shall be liable for all the outgoings in respect of the Said Premises.

f) The PROSPECTIVE PURCHASER/S shall use the said premises only for the purpose, which is permissible under the prevailing law.

g) The PROSPECTIVE PURCHASER/S shall from the date of possession of the said premises, maintain the said premises, the walls, partition walls, sewers, drains, pipes, and appurtenances thereto at their own cost, in good and tenantable repair and condition and shall not do or cause to be done anything in or to the said premises and/or common passages or the compound, which may be against the condition or rules or by-laws by the Village Panchayat or the Planning and Development Authority and/or any other Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or by-laws.




- h) Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER/S in respect of the said premises, the PROSPECTIVE VENDOR-CUM-DEVELOPER shall be at liberty to sell assign, transfer and or otherwise deal with the right, title and interest in the SAID PROPERTY and/or in the said Building Scheme.
- i) Nothing contained in these presents is intended to be or shall be construed to be grant, demise assignment in law of the said premises or of the SAID PROPERTY or any part thereof.
- j) The PROSPECTIVE PURCHASER/S shall not let, sub-let, sell, transfer, assign or part with their interest or benefit under this Agreement or part with possession of the said premises until all the dues payable by them to PROSPECTIVE VENDOR-CUM-DEVELOPER under this agreement are fully paid up and that too only if they have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement until they obtains the previous consent in writing from the PROSPECTIVE VENDOR-CUM- DEVELOPER.
- k) The PROSPECTIVE PURCHASER/S shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters, as the PROSPECTIVE VENDOR-CUM-DEVELOPER may require from time to time in this behalf for safeguarding inter-alia the interests of the PROSPECTIVE VENDOR-CUM-DEVELOPER and the PROSPECTIVE PURCHASER/S.
- l) The PROSPECTIVE PURCHASER/S on the date of signing the present Agreement notify to PROSPECTIVE VENDOR-CUM-DEVELOPER whether any letters, remainders, notices, documents, papers, etc., are to be served to him.

(NS) 

The PROSPECTIVE PURCHASER/S shall also, from time to time, notify any change in his address. Any letter sent to the PROSPECTIVE PURCHASER/S at his/her/their notified address or at his/her/their changed address by Registered Post A.D. or under certificate of posting shall be deemed to have been lawfully served on the PROSPECTIVE PURCHASERS.

- m) The PROSPECTIVE PURCHASER/S hereby give/s his/her/their express consent to the PROSPECTIVE VENDOR-CUM-DEVELOPER to raise any loans against the SAID PROPERTY and the said Building Scheme and to mortgage the same with any bank or any other financial institutions.

n) If at any time, the Floor Area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall be for the benefit of the PROSPECTIVE VENDOR-CUM-DEVELOPER alone, without any rebate to the PROSPECTIVE PURCHASER/S


- o) The PROSPECTIVE VENDOR-CUM-DEVELOPER shall have a first lien and charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASER/S in respect of any amount payable by the PROSPECTIVE PURCHASER/S to the PROSPECTIVE VENDOR-CUM-DEVELOPER under the terms and conditions of this agreement.

- p) The PROSPECTIVE PURCHASER/S hereby expressly agree/s that in the event of any amount by way of premium or security deposit, service tax, or any other taxes becoming due and payable to Panchayat or any other Government Authority for betterment charges, development tax, infrastructure tax, transformer cost, line minimum charges, or payments similar or incidental thereto becoming payable by the PROSPECTIVE VENDOR-CUM-DEVELOPER, including cost and expense of Electric Transformer, laying of water pipeline and its installation,

(NS) 

the same shall be reimbursed by the PROSPECTIVE PURCHASER/S to the PROSPECTIVE VENDOR-CUM-DEVELOPER in proportionate to the area of the said premises agreed to be purchased by the PROSPECTIVE PURCHASER/S. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the same and shall be accepted by the PROSPECTIVE PURCHASER/S without any dispute.

- q) The PROSPECTIVE PURCHASER/S shall pay five days before handing over of the possession, amount to the PROSPECTIVE VENDOR-CUM-DEVELOPER, being the charges to be paid to the electricity department and P.W.D. (water supply) for the purpose of obtaining water connection and or electricity connection to his/her/their flat which includes the deposits for water and electricity meters payable to the concerned department, however does not include any cost towards transformer, Line Minimum Charges etc, which will have to borne and paid by the PROSPECTIVE PURCHASER/S.
- r) The PROSPECTIVE PURCHASER/S shall deposit five days before handing over of the possession of the said premises, with the PROSPECTIVE VENDOR-CUM-DEVELOPER as and by way of maintenance charges for concerned year, which shall be utilized by the PROSPECTIVE VENDOR-CUM-DEVELOPER for maintenance of the Building, common lights, common staircase, common compound and open spaces, salaries of watchman, sweepers and miscellaneous charges, for one year from the date of handing over of the possession. Upon formation of "THE ENTITY" referred herein below, the balance if any standing in the Maintenance Account shall be transferred to such ENTITY. If however, such ENTITY is not formed within 1 year, the PROSPECTIVE PURCHASER/S shall contribute such additional amount towards maintenance for next three years as may be demanded by the PROSPECTIVE VENDOR-CUM- DEVELOPER.



(NF)

[Handwritten signature]

- s) The payment of the said amount as mentioned in clause 3q) above as mentioned in clause 3r) above, on or before the agreed date, is a condition precedent for delivery of possession. Failure to pay the said sums as mentioned in clause 3q) and 3r) on or before the agreed date, shall attract clause 3b) mentioned, agreed and consented, by the parties, herein above. In case the amount so expended for the purpose mentioned in clause 3q) is more than the amount deposited by the PROSPECTIVE PURCHASER/S, then the PROSPECTIVE PURCHASER/S shall pay the excess amount so expended before delivery of possession. The decision of the PROSPECTIVE VENDOR-CUM-DEVELOPER on the amount so spent shall be final.
- t) The Said Premises shall be deemed to have been completed in all respect upon issuance of the Completion Certificate by the Engineer of the PROSPECTIVE VENDOR-CUM-DEVELOPER.
- u) Any diligence shown by the PROSPECTIVE VENDOR-CUM-DEVELOPER in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.
- v) The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the PROSPECTIVE VENDOR-CUM-DEVELOPER. The PROSPECTIVE PURCHASER/S is/are expected to inquire with the PROSPECTIVE VENDOR-CUM-DEVELOPER regarding the stage of completion.
- w) The Open Spaces, Terrace shall belong to the ownership of the PROSPECTIVE VENDOR-CUM-DEVELOPER and they shall be at liberty to deal with the same as per their discretion and or to sell/lease etc. the same to third party and the PROSPECTIVE PURCHASER/S shall not object or interfere in such transaction.

(N.V.) 

- x) The PROSPECTIVE PURCHASER/S shall not claim any right of pre-emption or any other right in respect of the other premises in the said building or undivided right in the SAID PROPERTY.
- y) The PROSPECTIVE PURCHASER/S shall maintain the front elevation and the side and rear elevation of the said premises in the same forms the PROSPECTIVE VENDOR-CUM-DEVELOPER constructed it and shall not at any time alter the said elevations in any manner.

5. **CO-OPERATIVE HOUSING SOCIETY/MAINTAINANCE SOCIETY/OWNERS ASSOCIATION:**

- a) The PROSPECTIVE PURCHASER/S shall assist the PROSPECTIVE VENDOR-CUM-DEVELOPER and the other premise holders in forming a Co-operative/Maintenance Society or an association of persons or such other entity for maintaining the SAID PROPERTY and/or the said Building Scheme. It shall be entirely at the discretion of the PROSPECTIVE VENDOR-CUM-DEVELOPER to decide whether to form a Co-operative Society or a maintenance society or an Association of persons or any other entity (hereinafter referred to as "THE ENTITY"). When the PROSPECTIVE VENDOR-CUM-DEVELOPER take a decision in this matter the PROSPECTIVE PURCHASER/S and other premises holders in the said Building Scheme shall sign all forms, applications, deeds, and/or other documents as may be required for the formation of the Entity. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall assist the premises holders in forming the Said Entity; however the responsibility to form shall vest with the premises holders.
- b) The PROSPECTIVE PURCHASER/S hereby agree/ and bind/ himself/herself/themselves to contribute such amount as may be decided by the PROSPECTIVE VENDOR-CUM-DEVELOPER or the entity as the case may be for the maintenance of the

(NS) 


SAID PROPERTY and the Building Scheme from time to time that is for common lights, water charges, watchman's remuneration, sweepers remuneration supervisor to look after maintenance etc.

- c) The PROSPECTIVE PURCHASER/S hereby agree/s to contribute all such sums as may be required for the formation and registration of the entity.
- d) The PROSPECTIVE PURCHASER/S and the persons to whom the said premises may be let, sub-let, transferred, assigned or given possession shall be governed by or shall observe and comply with all the bye-laws, rules and regulations that may be framed by the entity from time to time and shall also be governed by the laws which may be applicable to the entity.
- e) The PROSPECTIVE PURCHASER/S hereby agree/s and undertake/s to be the member of the entity to be formed and also, from time to time, to sign and execute all the applications for registration and for the membership of the entity and other papers and documents necessary for the formation and the registration of the entity. The PROSPECTIVE PURCHASER/S shall from time to time, sign papers and documents and do all the acts, deed, matters and things as may be necessary from time to time, for safeguarding the interest of the PROSPECTIVE VENDOR-CUM-DEVELOPER and other premises holders in the said Building Scheme.

Notwithstanding what has been mentioned above the responsibility of forming the Entity shall be of the owners of the various premises in the said complex.

6. **TRANSFER TO PROSPECTIVE PURCHASER/S:**

- a) In case the purchasers of the various premises in the said building constitutes themselves into THE ENTITY as provided in para 5a) above, then upon payment of the entire sale consideration amount of the respective premises and after payment of all other charges by the various premises holders,





the PROSPECTIVE VENDOR-CUM-DEVELOPER, and CONFIRMING PARTY shall execute the conveyance deed in respect of the SAID PROPERTY in favor of such ENTITY.

- b) In case such ENTITY as mentioned in para 4a) is not formed, then upon payment of the entire sale consideration amount and after payment of all other charges agreed herein, the PROSPECTIVE VENDOR-CUM-DEVELOPER and OWNERS

shall execute the conveyance deed in respect of the said premises and the corresponding undivided portion of the SAID PROPERTY, in proportion to the built up area of their respective premises, in the names of the premises holders.

- c) The advocate for the PROSPECTIVE VENDOR-CUM-DEVELOPER shall prepare and draw all the deeds and documents to be executed in pursuance of this agreement including the Sale Deed referred in para 5a) and 5b) above. The PROSPECTIVE PURCHASER/S shall be liable to pay the legal fees, registration fee and stamp duty and other miscellaneous expenditure, if any.

7. **PAYMENT OF TAXES, COSTS, CHARGES AND EXPENSES:**

- a) Any taxes, charges, or outgoing levied by the Municipality/Panchyat or any other competent authority and electricity and water charges, exclusively pertaining to the said premises shall be borne by the PROSPECTIVE PURCHASER/S from the date of the delivery of possession of the said premises.
- b) The PROSPECTIVE PURCHASER/S shall also bear proportionate share in the insurance premium, house tax payable at the time of obtaining the occupancy and the infrastructure tax payable to the government in respect of the said Building.

Handwritten signatures and initials, including the letters 'NF' in a circle and a signature that appears to be 'S. M. S.'.

8. **GENERAL OBLIGATIONS:**

It is hereby agreed between the parties hereto as under:-

- a) On taking delivery of the premises the PROSPECTIVE PURCHASER/S under no circumstances, shall carry out any structural alterations in or to the said premises, without the written consent of the PROSPECTIVE VENDOR-CUM-DEVELOPER and express permission from the competent statutory authorities.
- b) The PROSPECTIVE PURCHASER/S under no circumstances shall block the open spaces viz. the passages, open spaces and the staircase in the said building. Likewise the internal excess roads in the said building scheme shall always be kept open and unobstructed.
- c) The PROSPECTIVE PURCHASER/S shall have no right to the terrace portion of the said Building except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as absolute property of the PROSPECTIVE VENDOR-CUM-DEVELOPER.
- d) The name of the complex shall be "**KHAN RESIDENCY**" at all times which the PROSPECTIVE PURCHASER/S agree/s not to change individually or in association with the owners of the other premises in the said building.

(~~Nil~~) 

8. DISCLAIMER:

All inspections by the PROSPECTIVE PURCHASER/S when the construction work is in progress shall be at the risk of the PROSPECTIVE PURCHASER. The PROSPECTIVE VENDOR-CUM-DEVELOPER shall not be liable in any manner in case the PROSPECTIVE PURCHASER/S or anybody acting on his/her behalf suffers any injury or any property of his/her is damaged, during inspection of the construction work.

9. WAIVER AND NO WAIVER

The Parties hereto may waive any condition, covenant or agreement intended to be for its benefit, provided each such waiver shall be in writing signed by the waiving party and accepted by the other.

10. AMENDMENTS

No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Parties against whom enforcement of the amendment, modification, discharge or waiver is sought.

11. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by instruments signed by both of the Parties hereto. Any and all prior or collateral representations, promise or condition not incorporated herein or made a part hereof shall not be binding upon the Parties.

(NF) *gms*

12. RECEIPT:

- a) Out of the Total Consideration of Rs.18, 83,000 (Rupees Eighteen Lakhs Eighty three Thousand Only), the PROSPECTIVE PURCHASER/S has/have paid a sum of Rs. 10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only) paid vide by Cheque subject to realization of the said cheque.

SCHEDULE-I

All that property known as "MOSICHEM MOLL" alias "MOCHICHEM MOL" also known as "MOXICHEM MOL" admeasuring 2400 sq. mtrs. Bearing Survey No.22/4 of Nanus village, Sattari Taluka, North Goa District, State of Goa, described in the Land Registration Office of Bicholim under No.10510 of Book B-27 but not enrolled in the Taluka Revenue Office and the said property is bounded as under:

On the North	:	By plot of Mamod Khan ;
On the South	:	By plot of Xec Ismail;
On the East	:	By road; and
On the West	:	By property of Mrs. Ashrafbi Aga, Mr. Yacub Mussa Aga alias Yakub Musa Aga, Mrs. Farida aga, Mr. Ajim Mussa Aga, Mrs. Akilabhano Ajim Aga, Mr. Afzal Aga, Mrs. Nafiza Aga alias Nafeesa Aga, Mr. Hamid Aga, Mrs. Dildar Begum, Mr. Daud Khan Karol, Mrs. Farida Bi and Mr. Abdul Hamid Beg

SCHEDULE-II

(NS) All that Shop bearing shop No.01 admeasuring an area of 26.90sq. mtrs. on the ground floor of the building known as "**KHAN RESIDENCY**", along with the along with corresponding proportionate floor area/undivided share in the SAID property more particularly described in Schedule-I hereinabove and the said flat is bounded as under:-

(NS) 

On the North	:	By shop No 7
On the South	:	By shop No 5
On the East	:	By PWD road and
On the West	:	By Stilt Parking

SCHEDULE-III

(Payment Schedule)

The PROSPECTIVE PURCHASER/S shall make the payment to the PROSPECTIVE VENDOR-CUM-DEVELOPER as per the Schedule given below:

Sr. No.	Particulars	Amount
1.	At the time of signing of the agreement and booking (Earnest Money) 30%	Rs.5,64,900
2.	On commencement of casting of 1 st Slab 25%	Rs. 4,70,750
3.	On commencement of casting of 2 nd Slab 10%	Rs.1,88,300
4.	On commencement of casting of 3 rd Slab 10%	Rs. 1,88,300
5.	On commencement of masonry and plaster of the said building 10%	Rs. 1,88,300
6.	On commencement of fixing of doors and window of the said building 5%	Rs. 94,150
7.	On commencement of fixing of tiles of the said building 5%	Rs. 94,150
8.	On completion of All works & handing possession of the said building 5%	Rs. 94,150
	Total	Rs.18,83,000

(NF) 

SCHEDULE-IV**(Building Specifications For Flat, Fixtures, Fittings, And Amenities)****1. STRUCTURE:**

R.C.C. structure as per approved design of competent authority.

1. WALLS

External wall of 200/230 MM thick brick/laterite stone/concrete masonry and partition wall of brick masonry.

3. FLOORING:

The flooring shall be Vitrified tiles with matching skirting .

4. WALL FINISH:

Wall ready with acrylic Emulsion paint for internal walls. Plaster with sand tax matt or equivalent paint for external walls.

5. DOORS & WINDOWS:

The main door shall be of teak wood. All internal doors shall be veneered polished flush doors. The doors of toilet shall be FRP doors. Main doo frame shall be Teak wood and internal door frame of Sal wood. All Windows shall be Aluminum powered coated. All doors and windows fitting shall be of good quality.

6. KITCHEN

The kitchen counter shall have black granite with stainless sink and drain board and a dado tiles of 2 feet height above the counter

7. ELECTRICALS

Concealed high quality wiring with premium switches. Miniature circuit breakers for safety from overload and short circuit. Cable TV point and telephone point, in living. Electric provision for AC, water purifier, washing machine & Inverter.

(NL) 

8. TOILETS

THE TOILET shall also have flooring (antiskid) and dado tiles with ivory/white sanitary ware and C.P. fitting of premium make. Provision for a geyser shall be made in the Toilets.

8. EXTRA WORK

In case of any extra work of fitting by the Purchaser other than above specified ones, than the Purchaser will be charged extra as per prevailing market rates and such extra cost will be required to be deposited with the PROSPECTIVE VENDOR-CUM-DEVELOPER prior to commencement of the said extra work.

9. WATER

The water shall be stored in an underground.

CRIS
210
(NS) Possession of shop is not given
[Signature]

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

SIGNED, SEALED AND DELIVERED by
The within-named "**PROSPECTIVE VENDOR -CUM DEVELOPER**"
MR. NAZIR KHAN
For self and duly constituted attorney of
CONFIRMING PARTY & ATTORNEY FOR OWNERS



MR. NAZIR KHAN

Little finger	Ring Finger	Middle Finger	Index Finger	Thumb

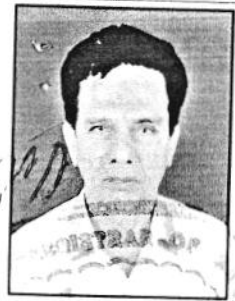
LEFT HAND FINGER PRINT IMPRESSION






Thumb	Index Finger	Middle Finger	Ring Finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION






SINGED, SEALED AND DELIVERED by
The within -name "PURCHASER"


MR. ABDUL MAJI DABDUI SAMAD SHAIKH



				
Little finger	Ring Finger	Middle Finger	Index Finger	Thumb

LEFT HAND FINGER PRINT IMPRESSION

				
Thumb	Index Finger	Middle Finger	Ring Finger	Little finger

RIGHT HAND FINGER PRINT IMPRESSION

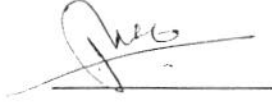
 

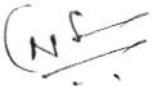
In presence of :-

1. Bhavesh Parekh




2. Mansoor Paraswadi









Book-1 Document
Registration Number VPL-BK1-00042-2018
CD Number VPLD1 on
Date 29-01-2018

Sub-Registrar (Satari)

Scanned By:-

Antresha

**SUB-REGISTRAR
SATARI**

Signature:-

Designed and Developed by C-DAC, ACTS, Pune





Identification

Sr No.	Witness Details	Signature
1	Bhāvesh Parekh , S/o Ramesh Parekh,Married,Indian,age 47 Years,Service,r/o H.No. MF1 Vasco Da Gama	
2	Mansoor Paraswadi , S/o Nazir Ahmed Paraswadi,Married,Indian,age 42 Years,Business,r/o Valpoi Sattari Goa	

Sub-Registrar

Scanned By:-

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

Office of Sub-Registrar Sattari

Government of Goa

Print Date & Time : 25-01-2018 11:06:36 AM

Document Serial Number : 42




Presented at 12:30:00 PM on 22-01-2018 in the office of the Sub-Registrar(Sattari) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	550.00
2	Processing Fees	520.00
	Total :	1070.00

Stamp Duty Required: 54617.00

Stamp Duty Paid: 54620.00



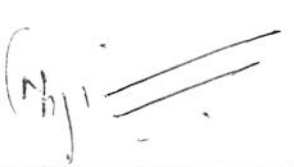
Abdul Majid Abdul Samad Shaikh presenter

Name	Photo	Thumb Impression	Signature
Abdul Majid Abdul Samad Shaikh,s/o Abdul Samad Shaikh , Married,Indian,age 61 Years,Service,r/oFlat No 201, Betlekar Wada Nanus Valpoi Sattari Goa Pan No. APUPS2345R			

Endorsements

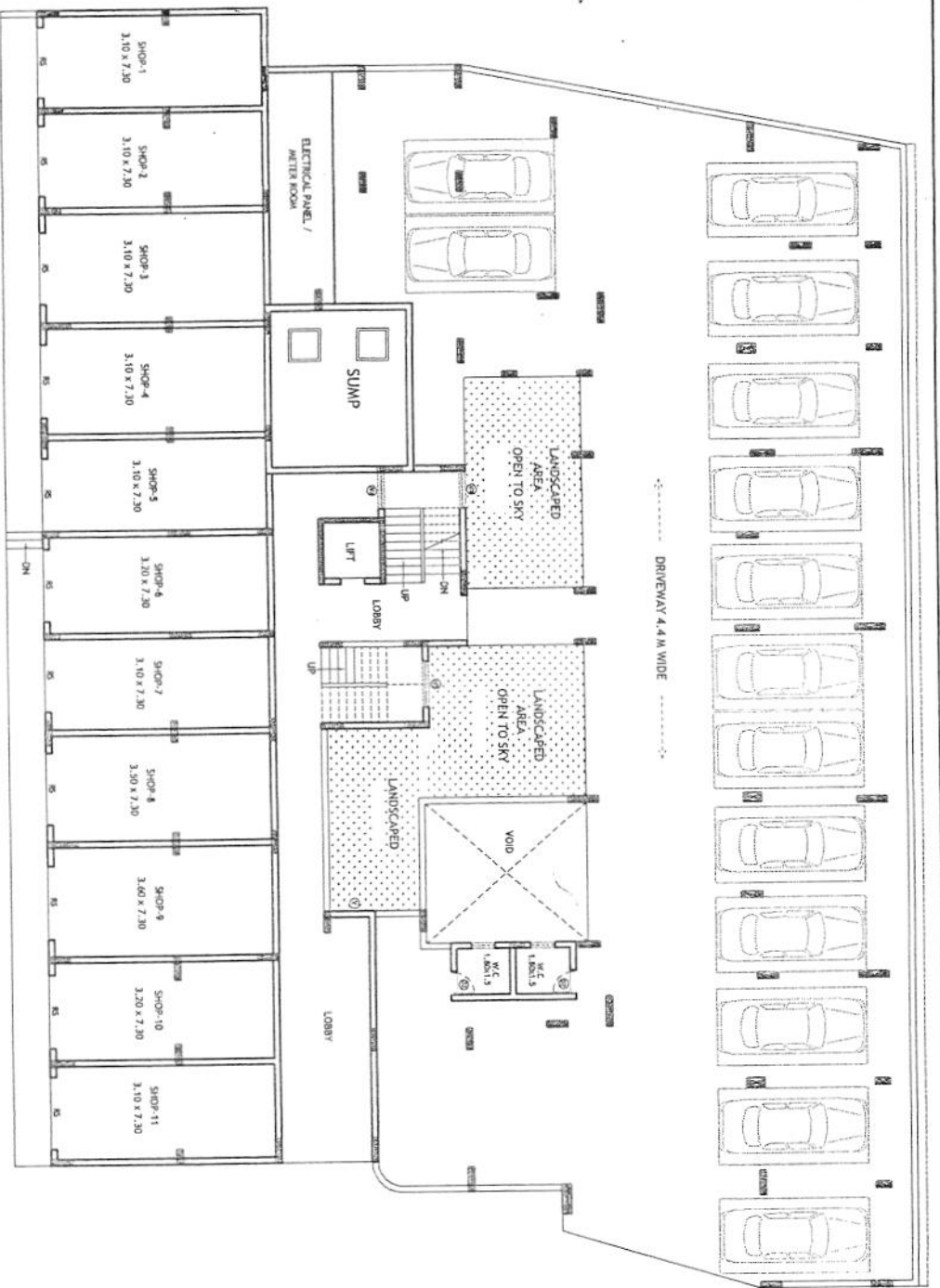
Executant

1 . Nazir Khan, s/o Akbar Khan, Married,Indian,age 47 Years,Business,r/oFlat No 302, Murgao Avenue, 3rd Floor Near Destero Church, Vasco Da - Gama Pan No. AEEPA6120P For Self as Vendor cum Developer and POA for Owners and Confirming party , Vide POA dated 22.02.2017 executed before Sub Registrar Sattari at Valpoi under Sr. No. 22/2017, and POA dated 12.04.2017 executed before Notary Adv. Suraj kumar Naik under Reg. No. 3623/2017

Photo	Thumb Impression	Signature
		

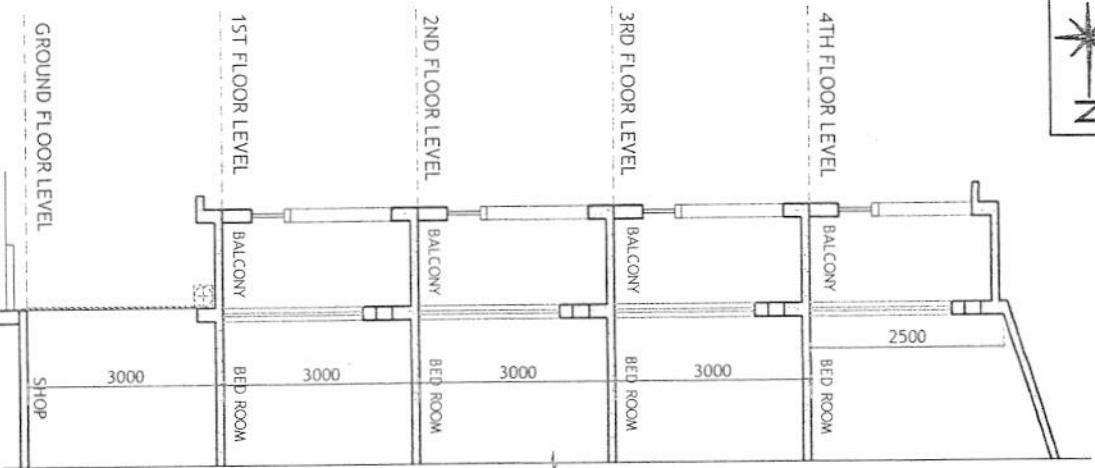
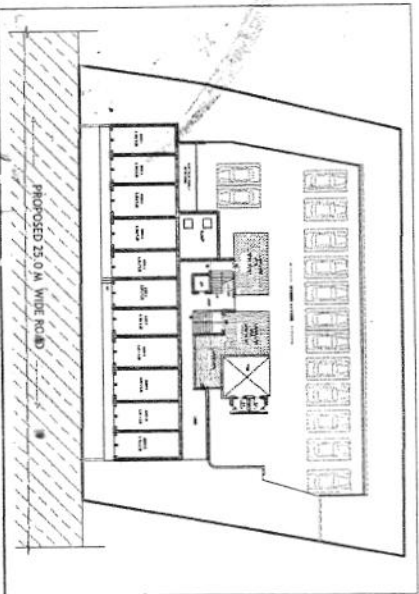
2 . Abdul Majid Abdul Samad Shaikh, s/o Abdul Samad Shaikh , Married,Indian,age 61 Years,Service,r/oFlat No 201, Betlekar Wada Nanus Valpoi Sattari Goa Pan No. APUPS2345R

Photo	Thumb Impression	Signature
-------	------------------	-----------



TYPE	=	SHOP
SHOP NO	=	01
LEVEL	=	GROUND FLOOR
SALE AREA	=	26.90 SQMTR

MS
S/MS



KEY PLAN

PROJECT:
PROPOSED COMMERCIAL & RESIDENTIAL
PROJECT ON S/NO/SUB DIV-N-22/4,
AT NANUS VILLAGE, SANTARI TALUKA, GOA.

ARCHITECTS:
SOARES & ASSOCIATES
G-1, VIKAS BUILDING,
PANJIM, GOA.
PH./FAX : 2228940 / 2439010
e-mail: soares@rediffmail.com