

AGREEMENT FOR CONSTRUCTION AND SALE

Contd.2

This agreement FOR CONSTRUCTION AND SALE I MADE AND EXECUTED AT Curchorem Goa on this th day of the month of December of the Christian era two thousand and eighteen (../12/2018).

Between:

1. SHRI. SHAIKH NAWAZ s/o. Shri. Shaikh A. Mutalib, aged about 40 years, married, Business, Indian national, pan no.APLSO746M and Adhar card no.2016 46514552 and mobile no.8552918275 R/o. Flat no.1, Shaikh Mansion, Pontemol, Curchorem Goa, hereinafter referred to as 'BUILDER' (which expression unless repugnant to the context shall mean and includes legal heirs, successors in interest, representatives, and assignees) of the FIRST PART.

A N D

1. SHRI. s/o. .. , aged about ---- years, married, Business, R/o. -----, PAN NO.-----, AND Adhar card no.-----, and mobile no.-----, R/o. ----, hereinafter referred to as "PURCHASER" (which expression unless repugnant to the context shall mean and includes legal heirs, successors in interest, representatives, and assignees) of the SECOND PART.

ALL THE PARTIES HEREIN ARE INDIAN NATIONALS

WHEREAS there exists a property known as "CANCONA MORDI" situated at KAKUMODI, located within the limits of Village Panchayat of Xeldem, taluka and registration sub district of Quepem, District of South Goa, State of Goa, described in the Land Registration Office under no.5920 at pages 207 of Book B-5(old) however not enrolled in the taluka Revenue office, and surveyed under survey no.76/6/ of village Xeldem, of Quepem taluka.

WHEREAS smt. Romana Azavedo, wife of Shri. Vincent Cleto Marcelino Temudo who is the ancestor of Mr. Felix Vincent

Contd.3

Temudo have purchased a plot of land bearing lot no.5 admeasuring an area 5900 Sq.mts. of the aforesaid property by virtue of deed of sale dated 4/8/2006 from Mr. Caetano Leitao and his wife, duly registered before the office of Comarca of Quepem at Cusmona and bounded as under :-

on the East:- by the Panchayat road,

On the West:- By property surveyed under survey no.77/1 belonging to the Rul Diniz and others:

On the North:- By property surveyed under survey no.76/5-A belonging to Apolina Francisca Fernandes and others and;

On the South:- By property surveyed under survey no.76/7 belonging to the heirs of Late Antonio Fernandes.;

This plot is Hereinafter referred to as "WHOLE PLOT".

AND WHEREAS by virtue of deed of partition and allotment dated 4/8/2006 Mr. Felix Vincent Temudo and his wife Mrs. Anastasia Silvia Temudo have allotted a plot bearing no.2 admeasuring an area of 3468 Sq. mts. from the said whole property bearing survey no.76/6 and is bounded:

On the East: By the Panchayat road;

On the West: By property surveyed under survey no.77/1 belonging to the Rul Diniz and others;

On the North: By plot no.1 allotted to mr. Elvis Temudo and his wife Mrs. Binny Barbosa Temudo and,

On the south: By property surveyed under survey no.76/7 belonging to the heirs of Late Antonio Fernandes.;

This plot is hereinafter referred to and called as "SAID PROPERTY" for the sake of brevity and is more particularly described in Schedule hereunder written.

AND WHEREAS the Bulider herein by a Agreement for development and Exchange dated 23/8/2017 executed before the office of Notary public Shri. Vithoo K. Naik of Curchorem Goa under registration no.1572/2017 dated 23/8/2017, have came in possession of portion of area admeasuring 1468 Sq.mts. of the said property from Mr. Felix Vincent Temudo and his wife Mrs. Anastasia Silvia

Tenudo on the terms and conditions as set out in the said agreement of Development and exchange. This area to be developed of... Sq.mts. being hereinafter referred to as the said plot and being described more particularly in the schedule II hereunder written.

The BUILDER is entitled and authorized to construct building on the said plot in accordance with the recitals stated herein above.

The Builder is in possession of the SAID PLOT.

That: the BUILDER is under a scheme of Development in developing the said plot by constructing thereon a residential buildings complex known as "-----".

AND WHEREAS the BUILDER has obtained the Town and country Planning Department the technical approval for the construction of multi storied building consisting of residential premises alongwith the construction license from the village panchayat of Xeldem and named such building project under the name and style "..." in the said land.

The PURCHASER/ALLOTEE has/have approached the BUILDER/SELLER/PROMOTER after having seen and verified all documents pertaining to the title of the BUILDER/SELLER/PROMOTER all plans, layouts, specifications and as well as the overall scheme of Development of the said plot for allotment/purchase of a residential apartment in "..." being constructed on the "said plot" in building "----" (hereinafter referred to as SAID BUILDING) situated on .. floor and which apartment is duly identified herein as APARTMENT NO. in the plan annexed. The apartment no. .. having a carpet area of ...sq.mts. along with ... Sq.mts. of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the purchaser/ALLOTEES and along with one stilted car park, hereinafter referred to as the SAID APARTMENT more particularly described in schedule no.III hereinafter written.

The carpet area of the SAID APARTMENT as defined under clause (K) of section 2 of the said act is Sq.mts.

The Builder has appointed an architect registered with the council of Architects and such agreement is as per the Agreement prescribed by the council of Architects.

The BUILDER has registered the project..... Under the provision of the real Estate (regulation and Development) Act 2016 and the rules framed there under with the Real Estate regulatory Authority at no.----. Authenticated copy is attached.

The BUILDER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the BUILDER accepts the professional supervision of the Architect and the structural Engineer till the completion of the Building/buildings.

The builder by virtue of the agreement dated 23/8/2017 has sole and exclusive right to sell the apartments in the said buildings to be constructed by the builder on the said plot and to enter into agreements with the purchaser of the apartments and to receive the sale consideration in respect thereof.

The BUILDER as per their scheme of Development is taking up the construction of a residential Building on the "said plot" as per the plan annexed herein solely for the purpose of identification of the "Scheme of Development" and for that purpose has also obtained.

Conversion sanad issued by the Deputy Collector South Goa under no.----- dated -----.

Development permission to develop the said plot issued by the Town and country planning Department vide, reference no.-----.

Construction License bearing no.----- dated ----- pertaining to building "-----" issued by the Village Panchayat of Kaldem of Quepem taluka.

AND WHEREAS on demand from the PURCHASER, the BUILDER has

given inspection to the purchaser all the documents of title relating to the Said property and the plans, designs and specifications prepared by the builder's architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as SAID ACT) and the purchaser has acknowledged the receipt of the same.

The authenticated copied of certificate of title issued by the advocate of the builder showing the nature of the title of the builder to the said plot on which the Apartments are to be constructed have been annexed hereto.

The authenticated copied of the plans of the layout as proposed by the builder as approved by the village Panchayat of Xeldem and according to which the construction of the buildings and open spaces are proposed to be provided for on the said plot have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the said Apartment agreed to be purchased by the PURCHASER as sanctioned and approved by the village Panchayat of Xeldem forms part of the Agreement.

While sanctioning the said plans concerned competent authorities and/or Government has laid down certain terms conditions, stipulations and restrictions which are to be observed and performed by the builder while developing the said plot and the buildings constructed thereon and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned competent authority.

The BUILDER has accordingly commenced construction of the said building in the SAID plot accordance with the said proposed plans.

The BULDER and the PURCHASER relying the confirmations , representations and each other faithfully abide by all the terms , conditions and stipulations contain in the agreement on the terms and conditions appearing hereinafter.

Note:- In respect of those apartments located on the

.....floor with horizontal roof i.e/.....floor of'building the PURCHASER of such apartments have the (optional)right to exclusively possessive ,use and enjoy the open terrace space adjoining/above their respective Apartments/s to the extent of the carpet-up area of the apartment and so also with respect to other buildings in the project.

However, no construction is permitted nor any roof garden is allowed to be put up in order to ensure the safety and to prevent probable damages(leakages ETC) to the slab beneath the open terrace.

In Accordance with the terms and conditions set out in this Agreement, the BUILDER hereby agrees to allot /sell the said apartment inclusive of one stilted car park to the PURCHASER/S/ALOTEE/S for a sum of/- (Rupees.....) (along with a copy of the occupancy certificate in respect of the SAID APPARTMENT on the condition that the PURCHASER/ALOTEE/S will bind himself /themselves under the terms and conditions of this agreement for the SAID APPARTMENT ,more particularly described in SCHEDULED III.

The purchaser /ALLOTEE/S has/have agreed to pay the above said sum of...../- (Rupees.....)

The purchase of SAID APPARTMENT as per the mode of payment prescribed in scheduled no VI hereinafter written.

THAT THE PURCHASER/ALOTEE/S herein clearly understand /s and agrees/s that construction of the residential buildings with value added features as stated hereinabove shall constitute overall development of the SAID PLOT " as a single entity viz ' "----- " which interalia includes facilities such as compound wall, childrens park area, garden ,planned and regulate entry and exist etc to the "SAID PLOT " for the ultimate beneficial use and enjoyment of the said facilities to all the Flat purchasers under the scheme of development.

And whereas under the section 13 of the SAID ACT the BUILDER is required to execute a written agreement for sale

of SAID APPARTMENT with the PURCHASER/S ALOTEE/S, being in these presents and also to register said agreement under the registration act, 1908.

In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties. Builder hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment.

NOW THIS AGREEMENT WITNESSETH AS UNDET:

1. PREMISES:

- A) The BUILDER shall construct the SAID BUILDING consisting of --- no. Of basement and ground/stilt/--- /----- podium, and ----- floors on the SAID PLOT in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time provided that the builder shall have to obtain prior consent in writing of the purchaser in respect of variations or modifications which may adversely affect the said apartment of the purchaser except any alteration or addition required by any Government authorities or due to change in law.
- B) The purchaser having approached the Builder hereby agrees to purchase and acquire the SAID APARTMENT inclusive of one stilted car park, as per the scheme of development and the builder hereby agrees to sell and transfer to the purchaser the SAID APARTMENT as per the scheme of development having a carpet area approximately ----- Sq.mts. along with -----sq.mts. of exclusive carpet area of balcony/verendah/passage for the exclusive use of the purchaser and along with one stilted car park as shown in the floor plan hereto annexed, for a sum consideration of Rs.----- which includes the proportionate incidence of common area and facilities appurtenant to the said apartment, the nature, extent and description of the common areas and facilities which are more particularly described in schedule----- annexed herewith exclusive of applicable taxes, duties, levies, fees, GST levies ect. Due and payable (till the time of handing over of the

possession of the said Apartment) in accordance with the mode of payment as stipulated in schedule Vi appended to this agreement.

C) The total consideration is escalation free, save and except escalations/increases, due to increase on account of development charges/ taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/ Government from time to time . the Builder undertakes and agrees that while raising a demand on the purchaser for increase in development charges, cost or levies imposed by the competent authorities etc. The Builder shall enclose the said notification/order/rule/regulation published /issued to the purchaser which shall only be applicable on subsequent payments.

D) The Builder warrants that:

- i) They have right and possession of the said plot and the individual apartment constructed thereon at "-----".
- ii) The said apartment shall confirm to the standard specifications detailed in schedule v of this agreement.
- iii) The builder shall confirm the final carpet area that has been allotted to the purchaser after the construction of the building is complete and the completion certificate is granted by the competent authority, by furnishing details of the charges, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculate upon confirmation by the builder if there is any reduction in the carpet area within the defined limit then the builder shall refund the excess money paid by purchaser within forty five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the purchaser. If there is any increase in the carpet