

AGREEMENT FOR CONSTRUCTION-CUM SALE

This AGREEMENT FOR CONSTRUCTION-CUM-SALE is executed on this ____ day of _____, of the Year Two Thousand Twenty One (__/__/2021), at Bicholim, Taluka and Registration Sub-District of Bicholim, District of North Goa, in the State of Goa;

BETWEEN

1. **M/s. R. R. ENTERPRISES**, a sole proprietary concern, having its office at R. R. Tower, Office No. 6-B, 6th Floor, Angod, Mapusa, Bardez - Goa, represented herein by its sole proprietor **SHRI. RAMESHCHANDRA SHAMJI GOHIL**, son of Late Shri. Shamji D. Gohil, aged 64 years, businessman, married, having PAN Card No. [REDACTED] & holding Aadhaar Card No. [REDACTED], resident of "MATRUCHAYA" Plot No. 26, P.D.A. Colony, Porvorim, Bardez - Goa, 403521, and Contact No. 9822900023;

Hereinafter, for brevity's sake, being referred to as "**THE VENDOR/DEVELOPER/PROMOTER**", (which expression shall be deemed to mean and include his respective heirs, executors, administrators, legal representatives, successors and/or assigns, jointly and severally, wherever the context or meaning shall so require or permit) **OF THE FIRST PART**;

AND

2. Mr./Mrs. _____, son/daughter of _____, w/o_____ aged about __ years, married/unmarried, occupation _____, Indian National, resident of _____, holder of **PAN** - _____, **AADHAR Card No.** _____ and Contact No. _____;

Hereinafter, for brevity's sake, being referred to as "**THE ALLOTTEE/PURCHASER**", (Which expression shall be deemed to mean and include his/her heirs, executors, administrators, legal representatives, successors and/or assigns, jointly and severally, wherever the context or meaning shall so require or permit) **OF THE SECOND PART**;

WHEREAS there exists a piece or parcel of land viz., plot "B" admeasuring 3010.00 sq. mts., bearing New Survey No. 102/1-B of Village Carapur, forming part of the larger property admeasuring 29,000.00 sq. mts., of the larger property known as "KODAL" also known as "CODAL", situated at Village Carapur, within the local limits of the Village Panchayat of Karapur-Sarvan, Taluka and Registration Sub-District of Bicholim, District of North Goa, in the State of Goa, being described as a whole, in the Land Registration Office of Bardez, at Mapusa, under Description No. 943, at folio 28 of Book No. B-3 (old), enrolled in the Taluka Revenue Office for the purpose of Matriz under Matriz Predial Nos. 325 and 326 and surveyed as a whole, under New Survey No. 102 sub-division No. 1 and the said Plot "B", admeasuring 3,010.00 sq. mts.,

being surveyed as a separate holding under New Survey No. 102/1-B of Village Carapur, and being more particularly described in SCHEDULE - I hereunder written and hereinafter, for brevity's sake being referred to as "THE SAID PLOT";

AND WHEREAS the said entire property stood inscribed in favour of one Shri Madeva Vitola Sinai Dubaxi and his wife, Smt. Sundarabai Madeva Sinai Dubaxi, having gifted to him by his mother, Smt. Rucmabai Vitola Rauji Sinai Dubaxi, under Inscription No. 8176;

AND WHEREAS The said Shri Madeva Vitola Sinai Dubaxi expired without any Will or Gift or any other disposition of his last wishes ;

AND WHEREAS upon the death of the said Shri Madeva Vitola Sinai Dubaxi, a Deed of Succession & Partition came to be drawn at pages 29(V) to 33(V) of Notarial Book of Deeds No. 217, on 10th February, 1957, wherein, the said Smt. Sundarabai Madeva Sinai Dubaxi, was declared as the widow and moiety-holder of the said late Madeva Vitola Sinai Dubaxi and his daughter, Smt. Manicabai alias, Kamalabai Rajaram Hedo, married to Shri Rajaram Hari Sinai Hedo, was declared as his sole and universal heirs;

AND WHEREAS the name of the said Smt. Sundarabai Madeva Sinai Dubaxi, is found recorded in the Occupant's Column of Index of Land in Form-III, in respect of New Survey No. 102 sub-division 1, of Village Vithalapur, Carapur;

AND WHEREAS upon the death of the said Smt. Sundarabai Madeva Sinai Dubaxi, the said property inter alia, devolved upon her only daughter- Smt. Manicabai alias, Kamalabai Rajaram Hede, married to Shri Rajaram Hari Sinai Hede;

AND WHEREAS the said Smt. Manicabai alias, Kamalabai Rajaram Hede, expired leaving behind a Will, drawn on 07/10/1969 and leaving behind Shri Rajaram Hari Sinai Hede, as her widower & moiety-holder and Shri Hari alias, Prakash Rajaram Hede and Shri Prafulla Rajaram Hede, as her sole and universal heirs;

AND WHEREAS, in terms of a Deed of Partition executed on 29/02/1972, and duly registered with the Sub-Registrar's Office of Bicholim, under Registration No. 30 at pages 212 to 230 of Book No. I, Volume No. 64, on 31/01/1981, between the said Shri Rajaram Hari Sinai Hede, as executor and Shri Hari alias, Prakash Rajaram Hede and Shri Prafulla Rajaram Hede, as the Parties of the Second Part and Third Part respectively, the said 1/4th part of the said entire property now bearing New Survey No. 102/1 was inter alia, allotted to the share of Shri Hari alias, Prakash Rajaram Hede and Shri Prafulla Rajaram Hede, jointly;

AND WHEREAS, the said Shri Rajaram Hari Sinai Hede also expired subsequently, leaving behind Shri Hari alias, Prakash Rajaram Hede and Shri Prafulla Rajaram Hede, alongwith their respective wives as his sole and universal heirs;

AND WHEREAS During the recent land survey conducted for the purposes of Records of Rights for the Revenue Village Karapur, the said 1/4th part of the said entire property has been surveyed under New Survey No. 102 sub-division No. 1 of Village Carapur, Taluka Bicholim;

AND WHEREAS the names of Shri Hari alias, Prakash Rajaram Hede and Shri Prafulla Rajaram Hede, stands duly recorded in the Occupant's Column of the Records of Rights Certificate in Form No. I & XIV, of New Survey No. 102 sub-division No. 1 of Village Carapur, Taluka Bicholim;

AND WHEREAS in terms of a Deed of Sale dated 08/10/1984, registered with the Sub-Registrar's Office of Bicholim, under Registration No. 133 at pages 190 to 194 of Book No. I, Volume No. 90, on 11/02/1984 and a Deed of Rectification made thereto on 29/04/2003 and registered with the Sub-Registrar's Office of Bicholim, under Registration No. 394 of Book No. I Volume No. 311 on 29/04/2003, the said Shri Hari alias, Prakash Rajaram Hede and Shri Prafulla Rajaram Hede, sold and transferred a portion of the said entire property, admeasuring 500.00 sq. mts., in favour of one Shri Mahadev B. Chari and hence, the name of the said Shri Mahadev B. Chari, stands recorded in the Occupant's Column of the Records of Rights Certificate in Form No. I & XIV of the said Survey No. 102/1 of Village Carapur, alongwith Shri Prakash Rajaram Hede and Shri Prafulla Rajaram Hede;

AND WHEREAS by virtue of above, the said Shri Prakash Rajaram Hede and Shri Prafulla Rajaram Hede and their respective wives, became the absolute and exclusive owners of the said property bearing New Survey No. 102/1 of Village Carapur, Taluka Bicholim, save and except the portion admeasuring 500.00 sq. mts., sold in favour of Shri Mahadev B. Chari;

AND WHEREAS in terms of a Deed of Sale dated 23/06/2014, registered with the Sub-Registrar's office of Bicholim, under Registration No. 607/2014, at pages 58 to 96 of Book No. I Volume No. 1159 on 27/06/2014, the said Shri Prakash Rajaram Hede and Shri Prafulla Rajaram Hede, along with their respective wives and with the confirmation of one Shri Sudhir Balkrishna Desai, sold and transferred a plot of land admeasuring 3,010.00 sq. mts., or thereabouts, identified as Plot "B", in favour of one M/s R. R. Enterprises, represented by its Sole Proprietor Shri Rameshchandra Shamji Gohil;

AND WHEREAS the said Shri Sudhir Balkrishna Desai was added as a Confirming Party therein, as he had proposed to purchase a portion of the said property and at

his request the said Plot "B" was sold to the said M/s R. R. Enterprises, represented by its Sole Proprietor Shri Rameshchandra Shamji Gohil;

AND WHEREAS after the purchase of the said Plot 'B', the said M/s R. R. Enterprises, represented by its Sole Proprietor Shri Rameshchandra Shamji Gohil, instituted Partition Proceedings before the Deputy Collector and S.D.O. Bicholim, under Case No. 8-204-2014-PART-BICH, dated 27/07/2015, the said plot admeasuring 3,010.00 sq. mts., has been allotted a New Survey No. 102/1-B, as a separate and distinct holding;

AND WHEREAS the name of the said M/s R. R. Enterprises, Proprietor Shri Rameshchandra Shamji Gohil, stands duly recorded in the Occupants' Column of the Records of Rights Certificate in Form No. I & XIV of said New Survey No. 102 subdivision No. 1-B of Village Carapur, Taluka Bicholim, as the sole occupants thereof, against Mutation Entry No. 21310;

AND WHEREAS By virtue of above, the said **M/s R. R. Enterprises, represented by its Sole Proprietor Shri Rameshchandra Shamji Gohil and his wife**, have become the absolute and exclusive owners of the said Plot "B", admeasuring 3,010.00 sq. mts., bearing New Survey No. 102/1-B of Village Karapur, Taluka Bicholim;

AND WHEREAS the said M/s R. R. Enterprises, represented by its Sole Proprietor Shri Rameshchandra Shamji Gohil, thereafter obtained Conversion Sanad for the said plot which was issued by the Additional Collector-I, Office of the District Collector, North Goa, at Panaji, vide its letter bearing Ref. No. RB/CNV/BICH/AC-I/10/2015, dated 08/12/2015;

AND WHEREAS vide letter issued by the Dy. Town Planner, Town & Country Planning Dept., of Bicholim approved plan for the construction of proposed Residential Cum Commercial building on the said plot, vide its letter bearing Ref. No. DC/7536/BICH/TCP-20/235, dated 13/02/2020;

AND WHEREAS the Village Panchayat Karapur-Sarvan, granted Construction License for the construction of building on the said plot, vide its License No. 01/2020-2021, issued vide its letter bearing Ref. No. VP/KS/2020-2021/16, dated 24/04/2020;

AND WHEREAS the said building scheme on the said plot, has been named and styled as " R. R. HERITAGE";

AND WHEREAS the Vendor/Developer/Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Vendor/Developer/Promoter, has registered the present Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under, with the Real Estate Regulatory Authority, at Panaji, Goa, under No. _____, dated _____ and the same is valid from _____ to _____ and necessary requirements are complied with. The Project is also having GST Registration No. 30ACDPG7350G1Z4;

AND WHEREAS the Vendor/Developer/Promoter has appointed a structural Engineer Mr. Ravindra L. Palyekar for the preparation of the structural design and drawings of the buildings and the Vendor/Developer/Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building;

AND WHEREAS on demand from the Purchaser / Allottee, the Vendor/Developer/Promoter, has given inspection and copies to the Purchaser / Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Developer/Promoter's Architects M/s Shivastu (Arch. Sitaram Gawas) and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Purchaser / Allottee has acknowledged the receipt of the same;

AND WHEREAS the Vendor/Developer/Promoter have commenced construction of the said building/s in accordance with the approved plans;

AND WHEREAS the Purchaser / Allottee has approached the Vendor/Developer/Promoter for the purchase of an Flat/Shop viz., Flat/Shop No. ____, admeasuring an carpet area ____ sq. mts. along with balcony and corresponding super built up area of the Flat/Shop is ____ sq. mts. along with proportionate share of land (which includes incidence of staircase, landings, lobby, passages and other common areas), on the ____ Floor of the building complex known as "" R. R. HERITAGE"" being constructed on the said plot;

AND WHEREAS the Purchaser / Allottee has taken inspection of all the documents relating to the said Plot and the building pertaining to the said Flat/Shop No. ____ and has satisfied himself about the legality of the construction of the said Flat/Shop;

NOW, THEREFORE, THIS AGREEMENT FOR SALE WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREED AS UNDER:

1. The Vendor/Developer/Promoter shall, under normal conditions, construct Ground plus Three Floor of the building known as " R. R. HERITAGE", the said Flat/Shop No.

____, admeasuring an Carpet area of _____ sq. mts. appx. along with balcony and corresponding super built up area of the Flat/Shop is ____ sq. mts. along with proportionate share of land (which includes incidence of staircase, landings, lobby, passages and other common areas) (hereinafter, for brevity's sake, being referred to as " the said Flat/Shop") as per the plans and specifications (as specified in SCHEDULE – IV hereunder written) seen and approved by the Purchaser / Allottee, with such variations and alterations, as the Vendor/Developer/Promoter may consider necessary or as may be required by the Architect of the Vendor/Developer/Promoter or by any Authority, to be made in terms or in any of them. The Purchaser / Allottee hereby expressly consents to such variations and alterations to the same and the Vendor/Developer/Promoter shall not be required to take any further permission from the Purchaser / Allottee for the same.

2. The Vendor/Developer/Promoter do hereby agree to sell the said Flat/Shop No. _____, together with the corresponding /proportionate undivided rights in the said Plot to the Purchaser / Allottee, on completion of the construction of the said Flat/Shop in all respects, for a total consideration of Rs. _____ (Rupees _____ Lakh only), out of which a sum of Rs. _____ (Rupees _____ Lakh only) have been already paid/transferred from _____ Bank to the Vendors Account and the balance sum of Rs. _____ Lakh has been agreed to be paid in installments as stipulated in SCHEDULE – III herein under written.
3. If the Purchaser / Allottee desires to get some variations done in the specifications in respect of the said Flat/Shop, seen and approved by him, and if the Vendor/Developer/Promoter agrees to effect such variations as desired by the Purchaser / Allottee, the Purchaser / Allottee shall have to pay the additional cost of such changes/additions before the relative item of work is taken up for execution and, for the purpose of payment, the same shall be considered as extra item/ items of work.
4. The Vendor/Developer/Promoter shall deliver the said Flat/Shop for use and occupation of the Purchaser / Allottee within **TWENTY FOUR MONTHS** from the date hereof (plus SIX MONTHS of grace period) PROVIDED all the amounts due and payable by the Purchaser / Allottee under this agreement are paid by the Purchaser / Allottee to the Vendor/Developer/Promoter. The Vendor/Developer/Promoter shall, by a notice in writing, intimate the completion of the said Flat/Shop to the Purchaser / Allottee and the Purchaser / Allottee shall, within FIFTEEN DAYS from the receipt of the said notice, take delivery of the said Flat/Shop, after paying all the dues as above, failing which the Purchaser / Allottee shall be deemed to have taken delivery of possession of the said Flat/Shop.

5. If the Purchaser / Allottee commits default in payment of any of the installments aforesaid 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 Vendor/Developer/Promoter shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Vendor/Developer/Promoter shall, however, on such termination, refund to the Purchaser / Allottee the amounts, if any, which may have till then been paid by the Purchaser / Allottee to the Vendor/Developer/Promoter, but without any further amount by way of interest or otherwise. On the Vendor/Developer/Promoter terminating this Agreement under this clause, he shall be at liberty to allot and dispose off the said Flat/Shop to any other person as the Vendor/Developer/Promoter may deem fit, for such consideration as the Vendor/Developer/Promoter may determine and the Purchaser / Allottee shall not be entitled to question this act of the Vendor/Developer/Promoter or to claim any amount from the Vendor/Developer/Promoter.
6. The Vendor/Developer/Promoter shall not incur any liability if they are unable to deliver possession of the said Flat/Shop by the date stipulated in clause No. 4, if the completion of the scheme 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 if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or local Authority or for any other reason beyond the control of Vendor/Developer/Promoter and, in any of the aforesaid events, the Vendor/Developer/Promoter shall be entitled to reasonable extension of time for delivery of possession of the said Flat/Shop.\
7. In case of any hike in the cost of cement and steel by 10 percent of basic rate prevailing at the time of the execution of the present Agreement, (the present rate of cement per bag being Rs. 340/- (Rupees Three Hundred and Forty only) and that of steel being Rs. 57,000.00 (Rupees Fifty Seven Thousand only) per kg., such extra cost as may be determined by the Architect of the Vendor/Developer/Promoter shall be paid by the Purchaser / Allottee to the Vendor/Developer/Promoter.
8. If for reason other than those in Clause No. 6, the Vendor/Developer/Promoter are unable to or fail to give possession of the said Flat/Shop to the Purchaser / Allottee within date specified in Clause No. 5 above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the Purchaser / Allottee shall be entitled to give notice to the Vendor/Developer/Promoter terminating the Agreement, in which event, the Vendor/Developer/Promoter shall, within THREE MONTHS from the receipt of such notice, refund to the Purchaser / Allottee the amounts, if any, that may have been received by the Vendor/Developer/Promoter from the Purchaser / Allottee in respect of the said Flat/Shop, as well as simple interest on

such amounts at the rate of 6% per annum from the date of receipt till payment or Bank Interest.

9. Upon possession of the Flat/Shop being delivered to the Purchaser / Allottee, shall be entitled to the use and occupation of the said Flat/Shop. Upon the Purchaser / Allottee taking possession of the said Flat/Shop shall have no claim against the Vendor/Developer/Promoter in respect of any item of work in the said Flat/Shop 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 Vendor/Developer/Promoter opines otherwise.
10. The Purchaser / Allottee shall use the said Flat/Shop only for the residential / commercial purpose and/or for any other purpose shall be only with due permission from the competent authorities.
11. The Purchaser / Allottee shall, from the date of possession of the said Flat/Shop, maintain the said Flat/Shop, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, and any other common services attached to said building at his own cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said Flat/Shop and/or common passage or the compound, which may be against the conditions or rules or bye-laws of the Municipal Council and/or the Planning and Development Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or bye-laws.
12. Provided it does not in any way affect or prejudice the rights of the Purchaser / Allottee in respect of the said Flat/Shop the Vendor/Developer/Promoter shall be at liberty to sell, assign, transfer and/or otherwise deal with his rights, title and interest in the said plot and/or in the said Building.
13. Nothing contained in these presents is intended to be nor shall be constructed to be a grant, demise or assignment in law of the said Flat/Shop or of the said plot or any part thereof.
14. The Purchaser / Allottee shall not let, sub-let, sell, transfer, assign or part with his interest or benefit under this Agreement or part with possession of the said Flat/Shop until all the dues payable by him to the Vendor/Developer/Promoter under this Agreement are fully paid up and that too only if he has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he obtains the previous consent in writing of the Vendor/Developer/Promoter.

15. The Purchaser / Allottee shall be bound to sign all the papers and documents and do all the acts, things and matters as the Vendor/Developer/Promoter may require from them, from time to time, in this behalf for safeguarding, inter alia, the interests of the Vendor/Developer/Promoter and the Purchaser / Allottee.
16. The Purchaser / Allottee shall, on the date of signing the present agreement, notify to the Vendor/Developer/Promoter the address where any letters, reminders, notices, documents, papers etc., are to be served to him. The Purchaser / Allottee shall also, from time to time, notify any change in his address to the Vendor/Developer/Promoter. Any letters, reminders, notices, documents, papers, etc. served at the said notified address or at the changed address of the Purchaser / Allottee by Regd. A/D. or under Certificate of Posting shall be deemed to have been lawfully served on the Purchaser / Allottee.
17. The Vendor/Developer/Promoter hereby gives his express consent to the Purchaser / Allottee to raise any loans against the said Flat/Shop and to mortgage the same with any Bank of Banks or any other financial institutions. It is clearly understood between the parties that under no circumstances the Vendor/Developer/Promoter shall be entitled to mortgage or create charge on the said Flat/Shop and its proportionate undivided share hereby allotted to the Purchaser / Allottee and the said Flat/Shop shall always be free from any encumbrances or charges thereon.
18. If at any time prior to the execution of the Deed of Conveyance and/or handing over of the respective Flat/Shop to the Purchaser / Allottee as stipulated in this Agreement, the Floor Area Ratio presently applicable to the said plot is increased, such increase shall ensure for the benefit to the Vendor/Developer/Promoter alone, without any rebate to the Purchaser / Allottee.
19. The Vendor/Developer/Promoter shall have a first lien and charge on the said Flat/Shop agreed to be purchased by the Purchaser / Allottee in respect of any amount payable by the Purchaser / Allottee to the Vendor/Developer/Promoter under the terms and conditions of this Agreement.
20. The Purchaser / Allottee shall assist the Vendor/Developer/Promoter and the other Premises-Holders in forming a Housing Co-operative/Maintenance Co-operative Society or Association of Persons or such other Entity for maintaining the said plot and/or the said proposed Building. It shall be entirely at the discretion of the Vendor/Developer/Promoter to decide whether to form a Housing Co-operative Society or a Maintenance Co-operative Society or Limited Company or an Association of Persons or any other entity (hereinafter referred to as "the ENTITY"). When the Vendor/Developer/Promoter take a decision in this matter the Purchaser / Allottee and the other Premises-Holders of the said Building shall sign all forms, applications, deeds and/or other documents as may be required for the formation of the Entity and

for the conveyance of the said property and/or the said Building by the Vendor/Developer/Promoter in the name of the Entity. The cost thereof incurred in forming such Entity shall be borne by the Purchaser / Allottee along with other Premises-Holders.

21. Upon completion of the premises in the proposed Building the Vendor/Developer/Promoter shall execute the Conveyances in respect of the premises in the said Building and the corresponding undivided portions of the said plot, in proportion to the built-up area of the respective Premises, individually in the names of all the Premises-Holders in the said Building. However all expenses in regard to stamp paper, registration charges, printing, Xeroxing, legal expense, etc. incurred on said Conveyance shall be borne by the Purchaser / Allottee. The draft of such Deed of Sale/Conveyance shall be prepared by the Advocate of the Vendor/Developer/Promoter.
22. (a) Any taxes, charges or out goings levied by the Village Panchayat of Carapur-Sarvan including infrastructure tax and House tax or any other competent authority and the electricity and water charges, exclusively pertaining to the said Flat/Shop shall be borne by the Purchaser / Allottee from the date of delivery of possession of the said Flat/Shop.
- (b) The Purchaser / Allottee shall also bear proportionate share in the maintenance of said building and also all outgoing for the maintenance and management of the building, common lights, common staircase, lifts, lobbies, common compounds and open spaces, salaries of watchman, sweepers and other charges total comes to Rs.1,000/- (Rupees One Thousand Only) per sq. mt. and same shall be paid by the Purchaser / Allottee to the Vendor/Builder/Developer at one time.
- (c) After handing over the possession, the Vendor/Developer/Promoter will co-operate with the Purchaser / Allottee towards formation of Co-operative Housing Maintenance Society/Association by the Flat/Shop owners of said building known as "R. R. HERITAGE" for maintenance of the building of common services will be the sole responsibility of the Flat/Shop owners/society or Vendor/Developer/Promoter will make sale deed of every premises either or undivided share of land or total cost of premises.
- (d) In the event of any amount by way of premium, security deposit, betterment charges, development taxes, service tax or any other taxes or payments of similar nature whether for the purpose of giving water connection or otherwise becoming payable by the Vendor/Developer/Promoter, the Purchaser / Allottee hereby expressly undertakes to reimburse the Vendor/Developer/Promoter for all such amounts in proportion to the area of the said Flat/Shop and in determining such amount the decision of the Vendor/Developer/Promoter shall be conclusive and binding upon the

Purchaser / Allottee. The Vendor/Developer/Promoter shall be liable to present all the bills and receipts of taxes above said at the time of reimbursement.

(e) The Purchaser / Allottee shall also bear the costs for Flat/Shop as also the cost of the respective meter-box. Likewise, the cost of the cable from main electric pole to meter box will be shared, proportionately, by all the premises holders in the said building.

22. Any taxes, charges or outgoings levied by the Village Panchayat of Carapur-Sarvan or any other competent authority or electricity and water charges, infrastructure tax and house tax exclusively pertaining to the said Flat/Shop shall be borne by the Purchaser / Allottee from the date of delivery of possession of the said Flat/Shop.
23. Provided further and it is hereby agreed between the parties hereto as under:-
 - (a) On taking delivery of the premises the Purchaser / Allottee under no circumstances, shall carry out any structural alterations in or to the said Flat/Shop without the written consent of the Vendor/Developer/Promoter and express permission from the competent statutory authorities.
 - (b) The Purchaser / Allottee under no circumstances shall block the open spaces viz., the passages and stair-case, or any common areas in the said building or the said property.
 - (c) The Purchaser / Allottee 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 the absolute property of the Vendor/Developer/Promoter.
24. The Purchaser / Allottee and the persons to whom the said Flat/Shop may be let, sub-let, transferred, assigned or given possession of shall be governed by and 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.
25. The Purchaser / Allottee shall be at liberty to assign, convey, mortgage transfer or deal his interest in the said Flat/Shop in any manner. However, shall not affect or prejudice the rights acquired by other premises-holders in the said building.
26. The Purchaser / Allottee shall not demand partition of his undivided rights, title and interest in the said plot or the said building. It is agreed that the interest of the Purchaser / Allottee is indivisible and impartible with the remaining premises-holders from the said building.

27. That in case any dispute, differences or question which may arise at any time hereafter between the Vendors/Developer, and the Purchaser / Allottee concerning the right and the liabilities of the parties hereto the same shall be referred to the decision of the single arbitrator jointly appointed by the Vendors/Developer and the Purchaser / Allottee and the award of the arbitrator shall be binding on both the parties.
28. The Purchaser / Allottee hereby agrees that in case F.A.R. of the said plot is increased at any time in future and Vendor/Developer/Promoter is allowed any further constructions to the said building or in the remaining portion of the said plot, such new construction shall belong exclusively to the Vendor/Developer/Promoter and the Purchaser / Allottee shall have no right or claim to such additional construction. The Purchaser / Allottee hereby agrees not to raise any objection to the Vendor/Developer/Promoter for any further construction if permitted to be built by the concerned authorities.
29. In case any discrepancies, errors and/or omissions or claim of any person/persons is found any time hereafter, the Vendor/Developer/Promoter shall come forward to rectify/correct/settle the same immediately upon intimation from the Purchaser / Allottee.
30. The Vendor/Developer/Promoter hereby undertake to sign and execute a Deed of Sale on completion of building "R. R. HERITAGE" further undertake to produce himself before the Sub-Registrar of Bicholim Goa, for admitting the contents of said Sale Deed in respect of proportionate undivided rights corresponding to the built up area of said Flat/Shop to be transferred in favour of Purchaser / Allottee. All the costs, expenses, charges, fees incurred upon such Deed of Sale shall be borne by the Purchaser / Allottee.
31. The value of the said Flat/Shop is **Rs.** _____ /- (**Rupees** _____ **only**) which is the present market value of the above said Flat/Shop.
32. That the Purchaser / Allottee has to make payment as per the Schedule of Payment.
33. The cracks in sinkage of plaster or in joint of concrete and masonry shall be not treated as faulty works.
34. That after completion of building and obtaining occupancy certificate Vendor/Developer/Promoter has to issue notices to the Purchaser / Allottee that the said premises are ready for use and occupation. The Purchaser / Allottee shall be liable to pay All taxes and charges for electricity, water supply, panchayat taxes and other services and outgoings payable in respect of the said premises.
35. It shall be at discretion of the Vendor/Developer/Promoter whether the legal entity to be formed shall be a co-operative society regulated by the Goa Co-operative

Societies Act, as applied to the State of Goa or a Company under the companies Act 1956. On the Vendor/Developer/Promoter taking such decision the Purchaser / Allottee and the other persons who have acquired interests in the said premises shall be required to join in the said society or the company and this purpose to sign all forms, applications, papers, deeds and documents, etc. as may be reasonably required to carry out such decisions so as to obtain and effect the proper conveyance of the said Flat/Shop with the Vendor/Developer/Promoter.

36. That the Vendor/Developer/Promoter shall be in absolute control of those premises in "R. R. HERITAGE" which remain unsold; should the Vendor/Developer/Promoter decide to retain any portion in "R. R. HERITAGE" they shall join entity along with the other premises holders.

38. The possession of Flat/Shop shall be given only after making total payment as per the Agreement and additional payments like GST, service tax, maintenance fund, sale deed charges, advocate charges, electrical connection charges, water connection charges and any other charges paid to the Government.

39. The possession of the Flat/Shop has not been handed over to the Purchaser / Allottee and the same shall be given upon execution and registration of Deed of Sale after obtaining Occupancy Certificate.

40. The Vendor/Developer/Promoter hereby declares that he is aware of the Notification bearing No. RD/LND/LRC/318/77 dated 21st August 1978 and Circular No. 16/04/2011-RD dated 06/06/2011, issued by the Government of Goa and further declare that the said plot on which the above building is being constructed, does not belong to person of scheduled caste or scheduled tribe.

41. The total market value of the Flat/Shop No. ____, admeasuring __ sq. mts., being agreed to be sold is Rs. _____ (Rupees _____ only) and a stamp duty @ 2.9% i.e., Rs. _____ (Rupees _____ only) is payable on the present indenture.

42. That the Vendor/Developer/Promoter has allotted **Open/Stilt Car Parking No.** ____ to **Flat No.** ____ as per Parking Layout Plan.

(THE SCHEDULE - I HEREINABOVE REFERRED TO:-

(Description of the said plot)

ALL THAT piece or parcel of land, admeasuring 3,010.00 sq. mts., bearing New Survey No. 102/1-B of Village Carapur, forming part of the larger property admeasuring 29,000.00 sq. mts., of the larger property known as "KODAL" also known as "CODAL", situated at Village Carapur, within the local limits of the Village Panchayat of Karapur-Sarvan, Taluka and Registration Sub-District of

Bicholim, District of North Goa, in the State of Goa, being described as a whole, in the Land Registration Office of Bardez, at Mapusa, under Description No. 943, at folio 28 of Book No. B-3 (old), enrolled in the Taluka Revenue Office for the purpose of Matriz under Matriz Predial Nos. 325 and 326 and surveyed as a whole, under New Survey No. 102 sub-division No. 1 and the said Plot "B", admeasuring 3,010.00 sq. mts., being surveyed as a separate holding under New Survey No. 102/1-B of Village Carapur, Taluka Bicholim and being bounded as an independent and distinct entity as follows:-

- On or towards the East : by property bearing New Survey No. 102/1-A,
- On or towards the West : by Survey No. 102/1 of village Carapur,
- On or towards the North : by Sankhali-Bicholim Main road, and
- On or towards the South : by Survey No. 102/1 of village Carapur

THE SCHEDULE-II HEREINABOVE REFERRED TO:-

(Description of the said Flat/Shop hereby agreed to sold)

ALL THAT Residential Premises viz., Flat/Shop No. __, admeasuring an carpet area ____ sq. mts. along with balcony and corresponding super built up area of the Flat/Shop is ____ sq. mts. along with proportionate share of land (which includes incidence of staircase, landings, lobby, passages and other common areas), along with Parking of said building, to be situated on the __ Floor of the said building known as "**R. R. HERITAGE**", with one Kitchen, two toilets, __ bedrooms, one living/dining room and __ balconies, is delineated on the plan (ANNEXURE-II) annexed herewith and thereon shown surrounded by red coloured boundary lines, being constructed on the piece or parcel of land admeasuring 3,010.00 sq. mts., or thereabouts, being surveyed as a separate holding under New Survey No. 102/1-B of Village Carapur, Taluka Bicholim, more particularly described in SCHEDULE - I hereinabove written.

THE SCHEDULE-III HEREINABOVE REFERRED TO:-

SCHEDULE OF PAYMENT

- | | |
|---|-------------|
| (1) On Booking / Advance Payment 10% | Rs. _____/- |
| (2) On Signing of this Agreement 5% | Rs. _____/- |
| (3) On Completion of Plinth 15% | Rs. _____/- |
| (4) On Completion of R.C.C. Structure 25% | Rs. _____/- |
| (5) On Completion of Walls, Internal Plaster,
of Said Flat 15% | Rs. _____/- |
| (6) On Completion of Staircase, Lifts wells,
lobbies up to the floor level of the said
Flat 10% | Rs. _____/- |

(7) On Completion of External Plaster with Water Proofing of said building 10%	Rs. _____/-
(8) On Completion of Flooring, Painting, Doors & Windows, Sanitary Fittings, Electrical Fitting and all other requirements for the said Flat 5%	Rs. _____/-
(9) On Handing over of Possession up on obtaining Occupancy Certificate 5%	Rs. _____/-
Total	Rs. _____/-
(Rupees _____ only)	

SCHEDULE -V

(BUILDING SPECIFICATION FOR FLAT / SHOP)

- (1) STRUCTURE:- It is R.C.C. framed structure with R.C.C. footings column beams and slab. The internal partition wall will be 10 cms. brick and external wall will be of 23 cms. thick laterite store or brick masonry.
- (2) PLASTER:- External plaster will be double coats and sand faced and internal plaster single coat with neeru finish.
- (3) FLOORING:-The floor will be of vitrified tiles laid on cement mortar.
- (4) DOORS & WINDOWS:- Main Door will be of Kalpataru Veneer Moulded Door and Salwood frame and all other doors framed of salwood and all door shutters for Bedroom shall be of Kalpataru Primer Moulded Door. All the windows will be of Aluminum window shutter. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch etc.
- (5) TOILET DOOR: - All the bathrooms and toilets will have granite frame and shutters shall be of water proof FRP doors.
- (6) KITCHEN: - The kitchen will have a cooking platform with granite stone top. Single bowl stainless steel sink with glazed tiles lining upto 60 cms. height above the kitchen platform.
- (7) INTERNAL DÉCOR:- The walls will be painted with three coats of OBD and ceiling with three coats of OBD in white colour and the rolling shutter for shops will be painted with three coats of oil paint.
- (8) EXTERNAL DÉCOR:- The external walls will be painted with cement paint in three coats.

(9) WATER TANK:- There will be overhead tank on roof and a sump tank on the ground. Water will be supplied to all the flats from overhead tank.

(10) PLUMBING AND SANITARY FITTING:- The common Toilet will be provided on ground floor with European W.C. along wash basins with complete fittings like bib cock, flush tank, etc. for Shops.

(11) ELECTRICAL INSTALLATIONS:-

For Flats: The installations will be concealed copper wiring of I.S.I. standard. The bedroom will have two light points, one fan point, one 5 amp plug point, and one A.C. points in main bedroom. Bathrooms/toilets will have one light point and one plug point each, geyser point. One bell point will be provided. In the living cum dining room two light points, two fan point, one T.V. point and 5 amp each, plug point. In the kitchen two light points and one 15 and 5 amp each, plug point. The single bed flats and two bed room flats shall be provided with three phase connection.

For Shops: The installations will be in concealed copper wiring with standard specification fittings it will have two light point, one fan point, one plug point.

N.B. All expenses including transformer for electricity connections cable, panel board, etc. and water connections shall be borne by the Purchasers / Allottees. The total expenses shall be divided among the users.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, year and place first above written, after having read and understood the contents hereof, in the presence of the witnesses, who have signed herein below.

SIGNED, SEALED AND DELIVERED BY
THE WITHINNAMED VENDOR/ DEVELOPER/ PROMOTER **MR. RAMESHCHANDRA SHAMJI GOHIL**

(Left Hand Thumb Impression of Mr. Rameshchandra Shamji Gohil)

(Right Hand Thumb Impression of Mr. Rameshchandra Shamji Gohil)

SIGNED AND DELIVERED BY
THE WITHINNAMED PURCHASER / ALLOTTEE MR. / MRS.

(Left Hand Thumb Impression of Mr. / Mrs. _____)

_____)
(Right Hand Thumb Impression of Mr. / Mrs. _____)

In the Presence of:

1. _____
2. _____