

## AGREEMENT FOR SALE AND CONSTRUCTION

This **AGREEMENT FOR SALE AND CONSTRUCTION** is executed at Bicholim, Goa on this 22<sup>nd</sup> day of the month of March 2019.

### BETWEEN

(1) **SHRI. DAN BAHADUR SINGH**, son of Shri Chandrabhan Singh, aged 42, years, business, married, Indian National, having PAN Card No. BGOP51192N, Aadhar card no. 2928 4127 1277, Mobile no. 8830655089.

(2) **SMT. JUHI INDRA BAHADUR SINGH**, wife of Shri Indra Bahadur Singh, aged 30 years, business, married, Indian National, having PAN Card No. BVRPS9466D, Aadhar card no. 4708 4570 3039, Mobile no. 9764955140.

Both residents of 'A' Wing, Flat no. 102, Adwalpalkar Park, Bhatulem, Panaji-Goa, herein after referred to as "**VENDORS/OWNERS**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, executors, successors, legal representative, administrators and assigns) **OF THE FIRST PART.**

### AND

**SMT. PREM JYOTI**, widow late Shri. Balaram Chowdhary, aged 56 years, housewife, married, Indian National, having Aadhar card no. 7184 3706 3339, Mobile no. 9354351478, not having PAN hence Form 60 is submitted herewith, resident of JD-8, Gupta Colony, Khirki Extn, Malviya Nagar, South Delhi, 110017. Hereinafter referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include her executors, successors, legal representatives, administrators and assigns) **OF THE SECOND PART**

### AND

**SHANTADURGA BUILDERS AND DEVELOPERS**, a Partnership Firm, registered with the Registrar of Firms, Bardez, Goa, under No. 927/DP/16 on 17/03/2016 having PAN Card No. ADBFS342911 and represented by its partners namely (1) **SHRI. DAN BAHADUR SINGH**, son of Shri Chandrabhan Singh, aged 42, years, business, married, Indian National, having PAN Card No. BGOPS1192N, Aadhar card no. 2928 4127 1277, Mobile no. 8830655089, and (2) **SMT. JUHI INDRA BAHADUR SINGH**, wife of Shri Indra Bahadur Singh, aged 30, years, business, married, Indian National, having PAN Card No. BVRPS9466D, Aadhar card no. 4708 4570 3039, Mobile no. 9764955140, having office at 'A' Wing, Flat no. 102, Adwalpalkar Park, Bhatulem, Panaji-Goa, herein after referred to as "**BUILDER/DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include its executors, successors, legal representative, administrators and assigns) **OF THE THIRD PART;**

**AND WHEREAS**, there exists a property known as "**GALVARIL DONGOR**" or "**LAKER**" situated at Village Bordem, within the limits of Bicholim Municipality, Taluka and Sub District of Bicholim, District North, State of Goa, inscribed under Inscription No. 11582 at page 33 back of Book. G -16 new in favour of late Joao Dias, described in the Land Registration Office under No. 1965 of Book B-S New, but not enrolled in the Taluka Revenue office and surveyed under Survey No. 65/0 of Village Bordem, Bicholim Taluka, which property is more particularly described in Schedule I herein after written and herein after referred to as the "**SAID ENTIRE PROPERTY**".

**AND WHEREAS** there exist the developed plot of land bearing No. CC-3 admeasuring an area of 3700 sq mts which is part of the said

entire property which has been more particularly described in Schedule II herein after written and herein after referred to as the "SAID DEVELOPED PLOT OF LAND".

AND WHEREAS the present vendors/owners vide Deed of sale dated 12<sup>th</sup> day of May 2017 duly registered before the Sub Registrar of Bicholim bearing registration no. 675/2017 at pages 268 to 286 of Book no. I, volume no. 1491 dated 20<sup>th</sup> June 2017 have purchased the part of the said Developed Plot bearing Plot no. CC-3 (Part) nomenclature as Plot no. A, admeasuring an area of 1500 sq. mtrs situated in survey no. 65/0 (Part) of Bordem village, Bicholim Goa, forming part of the said entire property which has been more particularly described in Schedule III herein after written. Plot adm 1500 sq mtrs mentioned above shall hereinafter referred to as the "SAID PLOT"

AND WHEREAS the Vendors/Owners entered into the Agreement with Shantadurga Builders and Developers entrusting them work of development/construction of apartments on the said plot vide Agreement dated 06/11/2017, notarized before public Notary Adv. Rupali G. Panashekar, registered under No. 2904/AG/2017 dated 06/11/2017.

AND WHEREAS the builders/developers had started with the construction of the building bearing BLOCK NO. B in the part of the said plot which shall be named and styled as "SHANTADURGA APARTMENTS" consisting of residential premises and shall be hereinafter referred to as the "SAID BUILDING".

AND WHEREAS the necessary Sanad for conversion of the land to make it fit for construction is obtained from the Office of the Deputy collector, S.D.O, Bicholim bearing certificate no. RB/CNV/BICH/10/2008 dated 11/02/2009.

AND WHEREAS the necessary Technical Clearance order has been obtained by the vendors/owners bearing no. DC/7074/BICH/ TCP-17/448 dated 03/07/2017 from the Office of the Dy. Town Planner Town and Country Planning Dept. Bicholim Goa.

AND WHEREAS the necessary license for the construction of the said building has been obtained by the vendors/Owners from the Bicholim Municipal Council bearing no. 51/2017-18 dated 09/10/2017.

AND WHEREAS the necessary No objection certificate has been obtained by the vendors/owners from the Directorate of Health Service Primary Health Centre, Bicholim Goa bearing no. PHCB/IIS/NOC/RES.BLDG/2017-18/573 dated 14/07/2017.

AND WHEREAS the necessary No objection certificate has been obtained by the vendors/Owners from the Assistant Engineer Sub Division II, WD XVII (PHE-N) PWD, Bicholim Goa bearing no. PWD/D.XXIV/SDI I/F180/354/17-18 dated 21/07/2017.

AND WHEREAS the necessary No objection certificate has been obtained by the vendors from the Electricity Department office of the Assistant Engineer Sub Division no. I (U) Bicholim Goa bearing no. AE/V-1(U)/TECH-33/2017-2018/835 dated 25/07/2017.

AND WHEREAS required approved plan has been obtained by the vendors from the Town and country Planning Department Bicholim and which is certified by the Bicholim Municipal council bearing no. DC/7074/BICH/TCP/D/448 dated 03/07/2017.

AND WHEREAS the purchaser herein has approached the vendors/builders and offered to the vendors/builders to construct for and sell to her **FLAT No. 303**, adm **57.46** sq mtrs to be constructed on the **Third Floor** of the said building bearing BLOCK NO. B of "Shantadurga Apartments" on the Finance of the purchaser.

AND WHEREAS the vendors/builders at the request/offer and at

the cost/finance of the purchaser, have agreed to sell/ construct for the purchaser **FLAT NO. 303** to be constructed on the **Third** floor of the said building bearing **BLOCK NO. 'B' "SHANTADURGA APARTMENTS"** admeasuring super build up area of **57.46** square meters for the total cost/consideration price of **Rs. 15,00,000/-** (Rupees Fifteen lakhs only) inclusive of service tax. The said flat is more particularly described in **SCHEDULE-IV** hereunder written and hereinafter referred to as "said flat" on the following terms and conditions as agreed.

**NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS:**

1. The vendors/builders hereby agree to sell/construct for purchaser and the purchaser hereby agree to finance/ purchase the said flat identified as flat bearing No. 303 to be constructed on the **Third Floor** of the building bearing block no. **B "SHANTADURGA APARTMENTS"** admeasuring built up area of **57.46 sq. mtrs** by the vendors/builders.
2. That the purchasers agrees to finance a sum of **Rs. 15,00,000/-** (Rupees Fifteen lakhs only) towards the construction of the said flat along with the stilt parking.
3. The purchaser has paid an amount of **Rs. 50,000/-** (rupees fifty thousand only) to the vendors/builders the receipt whereof the vendors/builders hereby acknowledge and the purchaser further agree to pay balance amount within period of **24 months** from the date of execution of this agreement.
4. The possession of the said flat shall be given within **24 months** from the date of execution of this agreement upon completion of the construction of the said flat in all respect and upon receiving the entire finance/ consideration price as agreed by and between

parties. On receipt of entire consideration the vendors/builders shall immediately execute and register a deed of sale with respect to the said flat.

5. Nothing contained in these presents is intended to be nor shall be construed to be as grant, demise or assignment in law of the said premises of the said plot or any part thereof such demise or assignment or conveyance in law shall take place only upon transfer by formal assignment or conveyance to the financiers of the respective Flat.
5. The Purchaser shall not sublet, sell, transfer, assign or part with his interest under or benefit of this agreement or part with possession of the said flat until all the dues payable by him to the vendors/builders under this agreement are fully paid up and that too only if the purchaser has not committed any 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 vendors/builders.
6. The Purchaser shall on the date of signing the agreement notify to the vendors/builders the address where any letters, reminders, notices, documents, papers etc. are to be served to him. The Purchaser shall also notify from time to time notify any changes in his address to the vendor. Any letter, reminders, notices, documents, papers etc., served at the said notified address or at the changed address by registered A.D. or under certificate of posting shall be deemed to have been lawfully served on the purchasers.
7. As long as the area of the said flat is not altered the vendors/ builders shall be at liberty and is hereby permitted to effect variations, in layout/elevation of the building including

relocation of the open spaces/all structures/buildings/garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require.

8. If at any time prior to the execution of the Deed of conveyance and/or-standing over the respective premises to the premises holders as stipulated in this agreement the Floor Area Ratio or built up area at present applicable to the said plot is increased or found increased, such increased shall be for the benefit of the purchasers alone without any claim by the vendors/ builders.
9. The vendors/builders shall have the first preferential right, lien and charge on the said flat agreed to be constructed for the purchasers in respect of any amount payable by the purchasers to the vendors/builders under terms and conditions of the Agreement.
10. The vendors/builders have assured to the purchaser that said plot of land is free from any encumbrances, charges or onus and that they hold a clean, clear and marketable title to the same. The vendors/builders expressly agree to make out the marketable title in their favour in respect of the said flat or plot before executing the proposed deed of sale in favour of the purchasers or their nominees.
11. The vendors/builders shall carry out the construction work as per the specification given in the schedule which is agreed by and between the parties and the vendors/builders shall in no case be held liable for the work or any item of work after the date of delivery of the possession of the said flat.
12. If the purchaser makes default in payment of any of the aforesaid amounts strictly within the time, as and when the same becomes

due and payable or failure in performing or observing any of the terms and condition of the Agreement, vendors/builders shall notify the same to the purchasers and shall grant an reasonable opportunity and in the event the Purchaser further defaults in making payment or performing any condition then the vendors/builders shall terminate the present agreement in overall interest of the his own and other premises holder of the building.

13. It is hereby agreed by the vendors/builders and the purchaser that the vendors/builders has No-Objection, if the purchaser obtain/s loan from any Bank/Financial institutions provided 100% payment of consideration towards the said flat is paid by the purchaser of on behalf of the purchaser by the bank/financial institutions to the vendors/ builders within period stipulated herein above. In case of non- compliance of the same, this agreement shall stand terminated and cancelled with immediate effect without further notice to the purchaser.
14. Upon termination of this Agreement for any reason whatsoever, the vendors/builders shall be at liberty to sell the said flat to any other person of the vendor's choice at such price as the vendors/builders may determine and the purchaser shall not be entitled to or object or question the said sale. However vendors/builders shall refund the entire amount paid by the purchasers to the vendors/builders, without any interest, before the said flat is sold to any other prospective buyer.
15. That each premises holder shall contribute towards their respective share as calculated by the union of the premises holder towards the general maintenance of the said building/said plot as the case may be from the date of the possession of the individual premises.



16. On payment of all the aforesaid agreed consideration amount under this agreement the vendors/builders shall intimate that the said flat is ready for occupation and the purchasers shall within 15 days of such intimation take delivery of the said flat, failing which the purchasers shall be deemed to have taken the possession and delivery of the said flat.
17. Subject to the other terms hereof, the construction of the said flat will be completed in all respect within 24 months from the date of execution of this agreement.
18. The vendors/builders shall have first right of lien and charge on the right and the interest of the financier in the said flat hereby agreed to be acquired by the Financier for all the money that the financier is liable to pay in terms of this agreement.
19. The financier at no point shall demand partition of the interest in the said building or plot and the same agreed and declared by the financier that his Interest in the said plot is impartible.
20. The Purchaser has agreed with the vendors/builders that he shall not any time hold vendors/builders liable for any additions, alterations and improvements that may be made to the original plans at the instance of Village Panchayat or Town and country planning department and or any other established concerned authority.
21. The purchaser has agreed and binds himself to pay at all times punctually and regularly after taking possession of the said flat being delivered on the basis of Municipal assessment of the said flat, his proportionate share in all rates, taxes, dues, impositions, outgoings or imposed upon the said plot or upon the owners or occupiers thereof by the Municipality or by Government or by any other authority in respect of the said building "Shantadurga

Apartments" and shall also pay his proportionate share of outgoings in respect of the said plot taxes, insurance premium against fire and all such maintenance and all other expenses incidental to the said flat.

22. That the vendors/Builders shall provide the 1 (one) stilt parking slot to the purchasers.

**23. DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP**

- a. The purchaser agrees to pay the vendors/builders towards the electricity and water meters which will be provided by the vendors/builders in the individual name of the purchaser. However expenses on procurement will be charged extra as applicable.
- b. Amount as decided by the members/flat owners of the society as contribution towards formation of society/entity to meet expenditure towards the upkeep of common amenities, in the manner stated in clause 23 hereafter.
- c. Maintenance charges at Rs. 15 (Rupees fifteen only) per sq. mts. of buildup area per month of said flat area as may be demanded by the vendor/builder, shall be payable to the vendors/builders by the purchasers in one lump sum, for twelve months every year till the formation of the society to meet the expenditure towards the upkeep of the common amenities for the said flat.
- d. Rs. 510/- (Rupees five hundred ten only) or such other sum prescribed by the registering authority, to be passed on the entity towards shares/membership of the entity/society.
- e. Rs. 5000/- (Rupees five thousand only) towards the formation of the entity/society and other incidental charges.
- f. The above amounts shall be paid by the purchasers to the vendors/builders on or before taking possession of the said flat.

- g. The amounts so received by the vendors/builders in terms of the clause 23 shall be held by the vendors only in the representatives capacity for a maximum period of 1 (one) year from the date of obtaining occupancy certificates for the building Shantadurga Apartments extendible for further period at the sole discretion of the Vendors.
  - h. The amount so paid to the entity shall be kept by the entity in any bank in a fixed deposit or held in such manner as may be decided in the General Body Meeting of the Entity and the interest thereon shall be used to meet the common upkeep expenses in the manner decided by the entity.
  - i. The Purchaser shall not in any manner transfer the premises in the nature of permanent transfer or any assignment to anyone other than his sons/daughter, wife or grandson/daughter as the case may be unless and until the same is first in writing to the housing society at offer price that shall be formed for which purpose the purchasers does hereby accord his consent.
  - j. It is further agreed by and between the parties that this agreement may be read as purchaser and vendors irrevocable application/ consent for formation of the housing society with no condition attached to it.
24. The vendors/builders shall not incur any liabilities if they are unable to deliver possession of the said flat by the agreed date by reasons of delay in completion of the said projects for all or any of the following reasons:
- a. Non availability of steel, cement, or the building material electric power or water supply in any market;
  - b. By war, civil commotion or any act of god;
  - c. As a result of any notices, orders, rules, regulation,

notification, statutes, bye laws, change in Zoning Regulations and so on, of the Government or of any local, public or other authority or body or a court of law or tribunal;

d. Any reason or circumstances which are not manmade whatsoever and are beyond the control of the vendors/builders or for any unforeseen or unavoidable nature whatsoever.

25. It is specifically agreed between the parties that possession of the said flat is not handed over to the purchaser at the time of execution of this agreement and the same will be given at the time of execution of sale deed.

26. The market value of the flat hereby agreed to sell is Rs. 15, 00,000/- however for the purpose of stamp duty the present deed is valued at Rs 19, 53, 640/- at the rate of 34,000/- per sq mtrs and appropriate stamp duty of Rs. 60,000/- is paid herewith.

SPECIFICATION:

FLOORING:

Living room, kitchen, Bedroom, Utility -Ceramic Tiles: Brand Nitco/RAK

Bathroom -Anti-Slip Tiles: Brand-Nitco/RAK

Wall tiling in Bathrooms -Ceramic Tiles: Brand-Nitco/RAK

FITTINGS:

Sanitary Fitting: Cera, Pareyware, Hindware

Bath Fitting: Grohe/Jaguar

Electrical Fitting: Legrand or equivalent

DOORS:

Entrance Doors: Teak wood frames and Teak wood paneled door.

Internal Doors: Wood Frame, Timber Core Flush doors with laminate on both sides

WINDOWS:

Aluminum sliding windows

AMENITIES IN THE PROJECT:

Secured gates complex with 24 x 7 lift facilities, 24 x 7 water supply, compound wall, stilt car park, earthquake resistant, play area/Garden and backup Generator.

**SCHEDULE (I)**

(Of the said entire property)

All that property known as 'GALVARIL DONGOR' or "LAKER" situated at Village BORDEM, admeasuring an area of 79100 Sq. mts within the limits of Bicholim Municipality, Taluka and Sub District of Bicholim, District North Goa, State of Goa, inscribed under inscription No. 11582 at page 33 back of Book. G -16 new in favour late Joao Dias described in the Land Registration Office under No. 1965 of Book B-S New, not enrolled in the Taluka Revenue office and surveyed under Survey No. 65/0 of Village Bordem and the said entire property is bounded as under:

East : by survey no. 66 and 67;

West : by survey no. 63 and 64;

North: by survey no. 62;

South : by survey no. 16/2 and 16/3.

**SCHEDULE (II)**

(The said Developed Plot of Land)

ALL THAT Developed plot of land bearing Plot no. CC-3 admeasuring an area of 3700.00 Sq. Mts. which is part of the said entire property more particularly described in Schedule I herein above

and the same bounded as under:

East : by survey no. 66;

West : by road;

North : by remaining part of said property & area acquired for canal

South : by survey no. 16 and open space.

#### **SCHEDULE (III)**

(of the Said Plot)

All that PLOT 'A' admeasuring an area of 1500.00 Sq. Mts bearing plot no. CC-3 (Part) bearing survey no. 65/0 (part) of Village Bordem, Bicholim Goa forming part of the larger property bearing survey no. 65/0 of village Bordem described in Schedule I herein above and said PLOT A is bounded as under:

East : by survey no. 66;

West : by 6 Mts. wide internal road;

North : by 5 meters wide Common Access Road :

South by survey no. 16 and open space;

#### **SCHEDULE (IV)**

(of the Said Flat agreed to sell)

All that Flat bearing no. 303 having super built up area of 57.46 sq mtrs situated on the Third floor of the BLOCK NO. B of the building "Shantadurga Apartments" being constructed on the said plot as described in schedule no. III herein above and is delineated in red colour boundary line in the plan annexed to this agreement, along with undivided proportionate share in the land wherein the said building situates. The said flat is bounded as under:

East : by Lift and open space.

West : by Open Space

North : by Open Space

South : by Flat No. 302 in the same building.

In witness whereof the parties upon having read over and understood all the contents as hereinabove mentioned have hereto in token of their acceptance and acknowledgement thereof set and subscribe their respective signatures on the day, month, and the year first hereinabove written.