

AGREEMENT FOR CONSTRUCTION CUM SALE

This Agreement for Construction cum Sale is made at Bicholim, Goa, on this ___ day of _____, 2021;

B E T W E E N:

M/s. SALKAR CODCODO CONSTRUCTIONS, a Partnership Firm, registered with the Registrar of Firms at Mapusa, Goa, under registration No. 89/17 dated 11.04.2017, having its office at c/o. Salkar Construction, Main Road, Sastiwada, Bordem, Bicholim, Goa and assessed for Income Tax under PAN No. [REDACTED], represented herein by its Partners, (1) Shri **SACHIN VALLABH SALKAR**, son of Shri Vallabh Shivram Salkar, aged 30 years, married, businessman, Indian National, holding PAN No. [REDACTED] & Aadhar Card No. [REDACTED], resident of Flat No. FL-13, H. No. 2910, "Ahilya", Sastiwada, Bordem, Bicholim, Goa, Mob. No. [REDACTED], and; (2) Shri **RISHABH PARESH KADKADE**, son of Shri Paresh Shripad Kadkade, aged 26 years, bachelor, business, Indian National, holding PAN No. [REDACTED] & Aadhar Card No. [REDACTED], resident of House No. 72, Antil Peth, Bicholim, Goa, Mob. No. [REDACTED], hereinafter referred to as "**THE INTENDING VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their partners, successors, executors, legal representatives, attorneys, administrators and assigns) of the **ONE PART**;

A N D

Shri _____, son of Shri _____, aged ___ years, _____, _____, Indian National, holding PAN No. _____ & Aadhar No. _____, resident of H. No. _____, _____, _____, Mob. No. _____, hereinafter referred to as "**THE INTENDING PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof deemed to include his heirs, executors, legal representatives, successors, administrators and assigns) of the **SECOND PART**;

WHEREAS there exists the property known as “BORODO TELIANCHIDAT” or “TELIANCHI DATEM VOSSUN” or “TELIACHER DOTICODIL BORODO” commonly known as ‘TELACHI DHUT’, admeasuring total area of 5600.00 sq. mtrs., situated in Village Bordem, within the limits of Bicholim Municipal Council, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, surveyed under Survey no. 134/1 of Village Bordem, Taluka Bicholim and for the sake of brevity the same is hereinafter referred to as "**THE SAID PROPERTY**".

AND WHEREAS the said property is one third part of the bigger property known as “BORODO TELIANCHIDAT” or “TELIANCHI DATEM VOSSUN” or “TELIACHER DOTICODIL BORODO” belonged to late Shri Damodora Sinai Codcodo and his wife late Smt. Indirabay and by virtue of a Deed of Gift with Acceptance, Assignment, Waiver, Exchanges, Acquittances of Differences of Values and Division dated 13th October, 1944 drawn at page 96 onwards of Book 124 of then Notary of Bicholim, 1/3rd part of the said bigger property is owned by late Shri Sripada Sinay Codcodo and in the recent survey, the said 1/3rd part of said property is named as ‘TELACHI DHUT’ and surveyed under Survey no. 134/1 of Village Bordem, Taluka Bicholim.

AND WHEREAS Shri Sripada Sinay Codcodo alias Sripada Damodora Sinai Codcodo alias Shripad Damodar Kadcade expired leaving behind Smt. Gulabbai Shripad Kadcade alias Gulab Sripada Sinai Codcodo alias Gulaba bai Zoixi as his widow and Shri Mahesh Sripad Kadcade alias Mahesh Shripad Kadcade married to Mrs. Swaty Mahesh Kadcade alias Swaty Sirvoicar, Smt. Xila Sinai Codcodo alias Sheela Avadhuta Bandari married to Shri Avadut Mukund Bhandare alias Avadhuta Mucunda Bandari, Smt. Usha Codcodo alias Anjali Anand Kamat married to Shri Anand Jagannath Kamat alias Ananda Jeganata Camotim, Smt. Aruna Codcodo alias Aruna Udaiacumar Sinai Curchodcar married to Shri Udaiacumar Ganes Sinai Curchodcar alias Uday Ganesh Kudchadkar, Smt. Nila Codcodo alias Neela Upendra Bhobe married to Shri Upendra Visvonata Sinai Bhobe alias Upendra Bhobe, Smt. Mina Codcodo alias Meena Avaduta Camotim married to Shri Avaduta Vassudeva Camotim alias Audhut Vassudeo Kamat and Shri Paresh Shripad Kadcade alias Paresh Sripad Kadcade married to Mrs. Tanuja Paresh Kadcade alias Tanuja Umakant Joshi as his sole legal heirs and accordingly there is a Deed of Relinquishment of Rights & Qualification of heirs recorded in the Office of the Notary Ex-Officio, Bicholim on 22nd day of March, 2010 at [ages 48v to 51 of Book

No. 311 and by virtue of said Deed of Relinquishment of Rights & Qualification dated 22nd day of March, 2010, said Smt. Xila Sinai Codcodo alias Sheela Avadhuta Bandari and her husband Shri Avadut Mukund Bhandare alias Avadhuta Mucunda Bandari, Smt. Usha Codcodo alias Anjali Anand Kamat and her husband Shri Anand Jagannath Kamat alias Ananda Jeganata Camotim, Smt. Aruna Codcodo alias Aruna Udaiacumar Sinai Curchodcar and her husband Shri Udaiacumar Ganes Sinai Curchodcar alias Uday Ganesh Kudchadkar, Smt. Nila Codcodo alias Neela Upendra Bhobe and her husband Shri Upendra Visvonata Sinai Bhobe alias Upendra Bhobe and Smt. Mina Codcodo alias Meena Avaduta Camotim and her husband Shri Avaduta Vassudeva Camotim alias Audhut Vassudeo Kamat relinquished all their rights, title and interest to the said property.

AND WHEREAS by virtue of said Deed of Relinquishment of Rights & Qualification dated 22nd day of March, 2010, said Smt. Gulabbai Shripad Kadcade alias Gulab Sripada Sinai Codcodo alias Gulaba bai Zoixi, said Shri Mahesh Sripad Kadcade alias Mahesh Shripad Kadcade with his wife Mrs. Swaty Mahesh Kadcade alias Swaty Sirvoicar and said Shri Paresh Shripad Kadcade alias Paresh Sripad Kadcade with his wife Mrs. Tanuja Paresh Kadcade alias Tanuja Umakant Joshi became the absolute owner of the said property.

AND WHEREAS subsequently, by virtue of Deed of Partition cum Release dated 24th day of November, 2011, registered in the Office of Sub-Registrar of Bicholim under Registration No. 37/2012 at pages 293 to 315 of Book No. I, Vol. No. 943 dated 24th January, 2013, Smt. Gulabbai Shripad Kadcade alias Gulab Sripada Sinai Codcodo alias Gulaba bai Zoixi allotted and released all her right, title and interest in favour of said Shri Mahesh Sripad Kadcade alias Mahesh Shripad Kadcade and his wife Mrs. Swaty Mahesh Kadcade alias Swaty Sirvoicar and said Shri Paresh Shripad Kadcade alias Paresh Sripad Kadcade and his wife Mrs. Tanuja Paresh Kadcade alias Tanuja Umakant Joshi and further said Shri Mahesh Sripad Kadcade alias Mahesh Shripad Kadcade with his wife Mrs. Swaty Mahesh Kadcade alias Swaty Sirvoicar and said Shri Paresh Shripad Kadcade alias Paresh Sripad Kadcade with his wife Mrs. Tanuja Paresh Kadcade alias Tanuja Umakant Joshi partition the said property among themselves by metes and bound.

AND WHEREAS by virtue of Deed of Partition cum Release dated 24th day of November, 2011, the northern half part of the said property denominated as Plot 'A' admeasuring an area of 2800.00 sq. mtrs. is owned by Shri Mahesh Sripad Kadkade alias Mahesh Shripad Kadkade and his wife Mrs. Swaty Mahesh Kadkade alias Swaty Sirvoicar and the southern half part of the said property denominated as Plot 'B' admeasuring an area of 2800.00 sq. mtrs. is owned by Shri Paresh Shripad Kadkade alias Paresh Sripad Kadkade and his wife Mrs. Tanuja Paresh Kadkade alias Tanuja Umakant Joshi

AND WHEREAS said Smt. Gulabbai Shripad Kadkade alias Gulab Sripada Sinai Codcodo alias Gulaba bai Zoixi expired on 18.10.2013 and upon her death there was an inventory proceeding bearing No. 157/2018/B and in said inventory proceedings, said Smt. Xila Sinai Codcodo alias Sheela Avadhuta Bandari and her husband Shri Avadut Mukund Bhandare alias Avadhuta Mucunda Bandari, Smt. Usha Codcodo alias Anjali Anand Kamat and her husband Shri Anand Jagannath Kamat alias Ananda Jeganata Camotim, Smt. Aruna Codcodo alias Aruna Udaiacumar Sinai Curchodcar and her husband Shri Udaiacumar Ganes Sinai Curchodcar alias Uday Ganesh Kudchadkar, Smt. Nila Codcodo alias Neela Upendra Bhohe and her husband Shri Upendra Visvonata Sinai Bhohe alias Upendra Bhohe and Smt. Mina Codcodo alias Meena Avaduta Camotim and her husband Shri Avaduta Vassudeva Camotim alias Audhut Vassudeo Kamat have relinquished all their rights, title and interest in the share of the properties left behind by late Smt. Gulabbai Shripad Kadkade alias Gulab Sripada Sinai Codcodo alias Gulaba bai Zoixi and accordingly, the said inventory proceedings has been finalized and the Hon'ble Civil Judge, Junior Division at Bicholim passed the Judgement & Decree dated 30th January, 2019.

AND WHEREAS by virtue of a Deed of Sale dated 14th day of July, 2017, registered in the Office of Sub-Registrar of Bicholim under Registration No. 853/2017 at pages 284 to 324 of Book No. I, Vol. No. 1507 dated 20th July, 2017, the Intending Vendors herein purchased a plot of land, admeasuring an area of 1000 sq. mtrs. of the said property known as "BORODO TELIANCHIDAT" or "TELIANCHI DATEM VOSSUN" or "TELIACHER DOTICODIL BORODO" commonly known as 'TELACHI DHUT' bearing Survey no. 134/1 of Village Bordem, Taluka Bicholim from said Shri Mahesh Sripad Kadkade alias Mahesh Shripad Kadkade and his wife Mrs. Swaty Mahesh Kadkade alias Swaty Sirvoicar and Shri Paresh Shripad Kadkade alias Paresh Sripad Kadkade and his wife Mrs. Tanuja Paresh Kadkade alias Tanuja Umakant Joshi.

AND WHEREAS upon the purchase of the said plot of said bigger property, the Intending Vendors filed the partition proceedings bearing Case No. 8-03-2019-PART-BICH in the Court of the Dy. Collector of & S.D.O., Bicholim and by virtue of Order dated 27th day of August, 2019, the said plot of the said bigger property purchased by the Intending Vendors is allotted with an independent and separate holding under new Survey No. 134/1-A of Village Bordem, Taluka Bicholim (hereinafter referred to as “**THE SAID PLOT**”) and the name of the Intending Vendor is recorded in the occupant column of Form I & XIV of said Survey No. 134/1-A of Village Bordem, Taluka Bicholim.

AND WHEREAS the Intending Vendors are the absolute owners of the said plot and they intended to develop the said property bearing Survey Nos. 134/1-A of Village Bordem, Taluka Bicholim by constructing a commercial cum residential building thereon.

AND WHEREAS the Intending Vendors converted the said property bearing Survey No. 134/1-A of Village Bordem, Taluka Bicholim for residential/commercial use vide Sanad bearing No. RB/CNV/BICH/COLL/14/2019/1006 dated 01.04.2021 issued by the Collector, North Goa at Panaji.

AND WHEREAS the Intending Vendors got drawn plans for the construction of commercial/residential building project in the said plot and the construction plan of the said building project is approved by all the concerned authorities and the Intending Vendors have obtained the NOC bearing No. CHCB/NOC/Const./2020-21/1157 dated 29.07.2020 issued by the Community Health Centre, Bicholim; NOC bearing No. AE/V-I(U)/TECH-33/2020-2021/724 dated 18.08.2020 issued by the Asst. Engineer, Department of Electricity, Bicholim; NOC bearing No. PWD/D.XXIV/SD II/F.40/254/20-21 dated 12.08.2020 issued by the Asst. Engineer, P.W.D., Bicholim, and

Technical Clearance bearing No. DC/7601/BICH/TCP-20/835 dated 22.07.2020 issued by the Town & Country Planning Department, Bicholim and after obtaining the NOC/Technical Clearance from the said authorities, the Bicholim Municipal Council issued the Construction Licence bearing No. 04/2021-2022 dated 12/05/2021.

AND WHEREAS after obtaining the construction licence from the Bicholim Municipal Council, the Intending Vendors have undertaken the construction works of Block ____ of the said residential/commercial building project consisting of shops and residential flats and the said building is named '**NATURE HEIGHTS RESIDENCY**'.

AND WHEREAS the said building project is registered with the Goa Real Estate Regulatory Authority under Section 5 of the Real Estate Regulatory Act, 2016 under No. _____.

AND WHEREAS the INTENDING Purchaser has approached the INTENDING VENDORS to purchase a Flat bearing Flat No. _____, having carpet area of ____ sq. mtrs. and super built-up area ____ sq. mtrs., which includes the share of common passages, staircase, etc., on the _____ Floor of Block ____ of the said building called as '**NATURE HEIGHTS RESIDENCY**' to be constructed in the said plot, (for the sake of brevity is hereinafter referred to as the "**SAID FLAT**"), more particularly described in the Schedule-II written herein under, together with the corresponding proportionate undivided share/right in the said plot attached to the said Flat and the Intending Vendors have agreed to sell the said Flat along with the corresponding proportionate undivided share/right in the said plot attached to the said Flat to the INTENDING PURCHASER on the terms and conditions more particularly set out here under.

AND WHEREAS the Intending Purchaser has inspected and verified the documents of title of the Intending Vendors and the documents related to the construction of the said building and upon satisfying with the title of the Intending Vendors and the legality of said construction, the Intending Purchaser has agreed to purchase the said premises. So also the Intending Purchaser has verified the location and site of the

property including the egress and ingress thereof and also the area of the premises as stated in this Agreement and agreed not to dispute the same.

WHEREAS the Intending Vendors & the Intending Purchaser hereby declare that the said plot does not belong to the Schedule Caste or Schedule Tribe Community, in pursuant to the Notification No. RD/Land/LRC/318/77 dated 21.8.78.

**NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE
WITNESSETH AS UNDER:**

1. The INTENDING VENDORS shall construct and sell to the INTENDING PURCHASER a Flat premises bearing Flat No. _____, having carpet area of ____ sq. mtrs. and super built-up area ____ sq. mtrs., on the _____ Floor of Block ___ of the building called as 'NATURE HEIGHTS RESIDENCY' more particularly described in Schedule-II given hereinunder, to be constructed by the INTENDING VENDORS in the property described in Schedule-I given herein below, in accordance with the specification mentioned in Schedule-III hereinafter appearing and forming part of this agreement for the total cost mentioned herein below and payable by the INTENDING PURCHASER to the INTENDING VENDORS in a manner hereinafter shown.

2. The INTENDING Vendors have agreed to sell the said Flat with land attached thereto, to the Intending Purchaser at or for a total sale consideration of Rs. _____/- (Rupees _____ only) which is to be paid by the Intending Purchaser to the Intending Vendors in following manner:

a) Rs. _____/- (Rupees _____ only) as advance on booking which is paid by the Intending Purchaser to the Intending Vendors by _____ . The payment and receipt whereof, the Intending Vendors do hereby admit and acknowledge.

b) Rs. _____/- (Rupees _____ only) on or before completion of plinth level.

c) Rs. _____/- (Rupees _____ only) on or before completion of first slab.

- d) Rs. _____/- (Rupees _____ only) on or before completion of second slab.
- e) Rs. _____/- (Rupees _____ only) on or before completion of third slab.
- f) Rs. _____/- (Rupees _____ only) on or before completion of masonry & plastering work of said flat.
- g) Rs. _____/- (Rupees _____ only) on or before completion of painting & internal finishing work of said flat.
- h) Balance Rs. _____/- (Rupees _____ only) at the time of handing over of possession.

Service Tax and VAT/GST, if any, shall be extra as applicable.

The possession of the said Flat is not handed over to the Intending Purchaser at the time of execution of this agreement and the same will be handed over upon executing and registering the Deed of Sale in favour of the Intending Purchaser in the Office of Sub-Registrar of Bicholim.

3. Upon the receipt of total sale consideration hereinabove fixed under this agreement from the Intending Purchaser, the Intending Vendors/Builders shall transfer the said Flat with undivided share in the land attached thereto, in the name of Intending Purchaser by executing & registering the Deed of Sale in favour of the Intending Purchaser.

4. The Intending Vendors/Builders shall deliver the possession of the said Flat in favour of Intending Purchaser on or before the expiry of three year from the date of this agreement and in case the Intending Vendors/Builders fails to deliver the possession of the said Flat within said time limit except for the reasons stipulated in clause no. 7 herein below, then the Intending Purchaser shall be entitled to get simple interest at the rate of 12% p.a., on the amount so paid by the Intending Purchaser to the Intending Vendors/Builders, PROVIDED THAT the Intending Purchaser shall pay the consideration within time stipulated in the clause No. 2 mentioned herein above.

5. That prior to the execution of the Deed of Sale in favour of the Intending Purchaser in respect of said flat, the Intending Purchaser shall pay all the amount pertaining to the formation of the Association/Society/legal Entity for the purpose of maintenance of the said building and its common holdings and the Intending Purchaser shall execute all the documents pertaining to the formation of the said Association/Society/legal Entity.

6. The Intending Vendors/Builders shall by a notice in writing either by Registered Post A/D or hand delivery intimate the completion of the said Flat or other premises to the Intending Purchaser on following address :

Shri _____,
r/o. H. No. _____,
_____,
Mob. No. _____;

And within a period of fifteen days from the date of receipt of such notice, the Intending Purchaser shall take the delivery of said premises failing which the Intending Purchaser shall be deemed to have taken possession and delivery thereof.

7. The Intending Vendors/Builders shall not incur any liability if they are unable to complete the construction and/or deliver possession of the said premises within the period 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 as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or on account of any Court order or for any other reason or unforeseen circumstances, beyond the control of the Intending Vendors/Builders. In any of the aforesaid events the Intending Vendors/Builders shall be entitled to reasonable extension of time for completion and delivery of possession of the said Flat as may be certified by the Architect or agreed mutually between the parties hereto.

8. That as against the purchase of the said flat, the Intending Vendors have agreed to allot a stilt parking provided on the Ground floor, for the exclusive permanent use of the Intending Purchaser only for parking her vehicle.

9. The Intending Purchaser hereby agree and undertake not to sub-let or alienate or create any kind of interest in favour of any other person in respect of stilt parking allotted by the Intending Vendors to the Intending Purchaser, without the written consent of the Intending Vendors. Further the Intending Purchaser also agree and undertake not to enclose/cover any sides of said stilt parking or put any barricades/obstructions in any manner in respect of the allotted stilt car parking as stated herein above. In case of any damages caused to the structure or supporting columns of the stilted car parking area while parking the vehicle by the Intending Purchaser or by the person, family members or representative of the Intending Purchaser, the Intending Purchaser shall be solely responsible to make the same good at her own costs.

10. The Intending Purchaser shall pay the amount to Intending Vendors within time as mentioned herein above. The Intending Vendors shall have absolute discretion to accept payment of any instalments or part thereof beyond the prescribed time. In case the Intending Purchaser fails to pay the instalment for the period of two months from the date they are payable, the Intending Purchaser shall be charged interest thereon at the rate of 12% per annum from the date of the default made/occurred till the date of actual payment. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this agreement and shall not in any way, change or alter the further payment of instalments hereby prescribed. AND acceptance of such delayed payment of instalment shall be at sole discretion of the Builder AND on non acceptance of the same, the Intending Purchaser shall have no grievances.

11. However, in case of delay in making payment of instalments by the Intending Purchaser, the Intending Vendors shall issue a notice in writing in that behalf on or after the expiry of 15th day from the date on which such delayed instalments had fallen due. If such delay continues for further period of 10(ten) days after receipt, refusal or disclaimer of the notice as above, then this agreement shall be deemed to have rescinded/terminated for default AND no notice of termination will be required, and in such case the Intending Purchaser is entitled for refund of amount so far paid to the Intending Vendors without interest thereon, upon deducting 30% of the amount so paid by the Intending Purchaser to the Intending Vendors, towards damages/loss.

12. If, at any time prior to the execution of the Deed of Conveyance and/or handing over the possession of the respective premises to the Intending Purchaser as stipulated in this Agreement, the floor area ratio presently applicable to the said plot described in

Schedule-I hereto which is unutilised at present and if increased in future, such increase in F.A.R. shall belong to the benefit of and occur to the Intending Vendors /BUILDER alone, without any rebate to the Intending Purchaser. The Intending Purchaser shall not be entitled to object such increase for any reason whatsoever.

13. The FAR/FSI in respect of the said plot will always exclusively belong to the Intending Vendors/Builders and any benefits of increase in FAR/FSI at any time hereafter will exclusively accrue to the Intending Vendors and it is hereby specifically agreed by the Intending Purchaser that the Intending Vendors shall have all power, authority and right for any further use of FSI/FAR as per their convenience and choice, AND in such an event the Intending Purchaser shall have no objection of whatsoever for the same nor shall the Intending Purchaser have any claim over it. In short, the use and utility of FSI/FAR shall be within the exclusive domain and authority of the Intending Vendors.

14. The Intending Vendors are entitled to construct floors on the existing building and construct new building project than presently sanctioned in the area as per new Government Scheme if made applicable to this area, in future and in such an event, the floor area ratio of land mentioned hereinabove shall be calculated taking into account the said increase floor area without comparative reduction of price of the flat or premises fixed by this Agreement.

15. That the amounts and deposits to be paid for the electric connections, if any, in respect of the said flat shall be paid by the Intending Purchaser.

16. All the expenditure incurred or to be incurred for the execution of this agreement or for the execution of any other documents or finalising the final Deed of Transfer/sale in favour of the Intending Purchaser and/or the expenses incurred on of account of any taxes levied or to be levied by the Government/Quasi-Government/any competent authority, then the same shall be exclusively borne by the Intending Purchaser.

17. All the taxes present or future such as Service Tax/VAT/GST, Infrastructure Tax, etc. if levied by the Central/State Government until the time of execution of Sale Deed in favour of the Intending Purchaser, then the Intending Purchaser shall become liable to pay the same in addition to the sale consideration and other amount thereto stipulated herein.

18. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the building, or time fixed for the payment of instalments, shall be finally settled by a certificate of such stage or final completion certificate by a qualified Architect or RCC Consultant and such certificate shall be binding on both the parties.

19. If the Intending Purchaser desires to make any changes in the specification or layout, the Intending Vendors/Builders may at their sole discretion, carry out such changes provided that additional cost of such changes if paid by the Intending Purchaser as per the market rate or as per the rate mutually agreed between the parties in writing. The market rate will be such, as will be certified by such Architect or RCC Consultant. The Intending Purchaser shall have to pay the additional cost of such changes/additions before the relative item of work is taken up for execution.

However, the Intending Purchaser is required to intimate in writing such changes in the specifications and layout, to the Intending Vendors/Builders, on or before expiry of 30 days from the date of execution of this agreement.

20. That on receipt of full payment of the amounts due and payable by all the Purchaser of all the flats and shops of the buildings/blocks constructed in the said plot, the Intending Vendors shall assist the Purchaser of the said building/blocks for forming the Co-operative Society, Registered Society, or any other Institution/ Association or such other entity and the Intending Vendors shall have a first preference to take the decision in the matter to name the same as per the choice of the Intending Vendors and the Intending Purchaser along with Purchaser of the other premises in the said buildings/blocks in the said plot, shall come forward to sign all the forms, applications, deeds and other documents as may be required for the formation of the entity.

21. The Intending Purchaser agree and bind himself to join any Co-operative Society, Registered Society, or any other Institution/Association or such other entity, to be formed by the occupants of the said building to be constructed in the said plot and to pay her proportionate share towards sinking fund, share capital, expenses of constitution and registration of such Society, maintenance, repairs and other charges such as common lights, water charges, watchman's remuneration, sweepers remuneration, caretakers salary, swimming pool and lift maintenance, etc. This obligation to pay starts from the commencement of the deemed date of possession which shall be corresponding to 7 days

from the date of intimation in writing by the Intending Vendors that the said premises are ready for possession and occupation.

22. That the Intending Purchaser before taking over of possession of the said flat, shall pay to the Intending Vendors, her membership deposit and the share of the maintenance expenses of the said building incurred by the Intending Vendors prior to the formation of the Entity/Body of the occupants of the said building.

23. It is HEREBY AGREED that it shall be lawful but not obligatory for the Intending Vendors/Builders to bear the expenses or pay the bills for the common lighting arrangements and for maintenance of common amenities to the building on its completion until the time the Society of concerned body is formed and takes over the liability to pay for such expenses or bills and in the event, the Intending Vendors/Builders having borne such expenses or paid such bills, they shall be entitled to recover from the Intending Purchaser the respective share of such expenses, within eight days from the date of receipt of Registered A.D. and/or hand delivery notice or intimation from the Intending Vendors/Builders in that behalf unless the Society or the concerned body pay the Intending Vendors/Builders in that regards.

24. The Intending Purchaser and the person(s) to whom the said flat is let, sub-let, transferred, assigned or given possession of, shall governed by and shall observe and comply with all the bye laws, rules and regulations that may be laid down by the entity from time to time and shall also be governed by the laws which may be applicable to the entity.

25. The parties to this agreement covenant that legal and effective possession of the said flat or other premises shall be handed over to the Intending Purchaser only after the following:

- a) All the payments specified in clause 2 herein above are made fully;
- b) All payments made in full for extra items or towards difference of substituted items, if any;
- c) Architect of the Intending Vendors certifies that the respective flat or other premises are ready for delivery;

26. At the time of taking over the possession, the Intending Purchaser shall thoroughly inspect or get inspected the said Flat for the quality of construction and for defects, if any, and get the same cured before taking over the possession. After the possession is taken over by the Intending Purchaser from the Intending Vendors/Builders, the Intending Purchaser shall be forbidden from raising any claim against the Intending Vendors/Builders of whatsoever nature.

27. The Intending Purchaser shall have no right to transfer/assign or sell his rights and interests created by virtue of this agreement unless the same is duly consented by the Intending Vendors/Builders.

28. The Intending Purchaser shall have no right to transfer/assign or sell her rights and interests created by virtue of this agreement unless the same is duly consented by the Intending Vendors.

29. That the right of the Intending Purchaser shall remain restricted to the said flat and the land appurtenant thereto.

30. Upon the delivery of possession of the said Flat or other premises by the Intending Vendors/Builders to the PROSPECTIVE PURCHASER, any house tax payable after such date shall be paid by the Intending Purchaser solely.

31. That the Intending Vendors/Builders shall be entitled for taking the further construction of remaining floor, if any, and the Intending Purchaser shall not claim any sort of objection and/or right and/or obstruct the Intending Vendors/Builders for going ahead with the remaining construction works in the said amalgamated plot.

32. The Intending Purchaser does hereby agree and declare that he have inspected all the title and legal documents in respect of said amalgamated plot and the construction of the said building and the Intending Purchaser is fully satisfied about the legality in respect of said construction and the said amalgamated plot and is further satisfied of the authority of the Intending Vendors/Builders to execute this agreement.

33. That in case the Intending Purchaser demands/express his desire to cancel/terminate the present agreement at any time with a request to refund the money paid by the Intending Purchaser to the Intending Vendors/Builders, in that case, the

Intending Purchaser shall be liable to pay to the Intending Vendors/Builders an amount equal to 15% of the total consideration as cancellation charges/compensation towards loss/damages and upon adjusting the said cancellation charges/compensation, the Intending Vendors/Builders shall refund the balance amount so received by the Intending Vendors/Builders to the Intending Purchaser at the time of execution of the necessary document for cancellation.

34. Upon the execution of the Sale Deed in favour of the Intending Purchaser by the Intending Vendors/Builders, the Intending Purchaser shall immediately within six months from the date of execution of sale deed, carry out the process of transfer of house tax and electricity connection in respect of said flat in the name of the Intending Purchaser in the Office of concerned Department/Authority at the cost of the Intending Purchaser and in case of failure, the Intending Purchaser shall be solely responsible for the action taken by the said concerned authority and to pay the penalties, if any, thereto to the concerned department.

35. That the Intending Purchaser shall not use the said flat premises for the purposes which may or is likely to cause nuisance or annoyance to the other occupants/purchaser of the said building or to the buildings in the vicinity or for any illegal or immoral purpose or as a boarding house, guest house, club house, nursing home, amusement or entertainment centre, eating or catering place or a meeting place or for any commercial or industrial activities whatsoever.

36. That the open terrace portion which are not allotted on exclusive basis, if any, shall remain the property of the Intending Vendors.

37. That the Intending Vendors shall be entitled for taking the further construction of remaining floor/remaining phases/blocks, if any, and the Intending Purchaser shall not claim any sort of objection and/or right and/or obstruct the Intending Vendors for going ahead with the remaining construction works in the said plot under the ground of intending purchase of corresponding proportionate undivided share in said plot or any other ground.

38. The total land development for the project will be executed by the Intending Vendors and the benefits of all common facilities shall be enjoyed and maintained by all the building/blocks constructed in the said plot, as common amenities which shall include common suction water tank, septic tank, water pump, lift unit, etc.

39. Any dispute arising between parties hereto and settlement of which is not otherwise provided in this agreement, shall be settled by the Architect to the project or RCC Consultant and his decision shall be binding on both the parties.

40. Both the parties shall specifically perform this agreement.

41. The possession of the said flat is not handed over to the Intending Purchaser and the same will be handed over to the Intending Purchaser on execution and registration of sale deed in respect of said flat and land attached thereto in favour of the Intending Purchaser in the Office of Sub-Registrar of Bicholim.

42. The market value of said flat is Rs. _____/- (Rupees _____ only) and accordingly, the stamp duty Rs. _____/- (Rupees _____ only) is paid herewith.

SCHEDULE-I
(Description of the Plot/Property)

ALL THAT Plot/Property known as “BORODO TELIANCHIDAT” or “TELIANCHI DATEM VOSSUN” or “TELIACHER DOTICODIL BORODO” commonly known as ‘TELACHI DHUT’, admeasuring an area of 1000 sq. mtrs., situated in Village Bordem, within the limits of Bicholim Municipal Council, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, presently surveyed under survey No. 134/1-A of Village Bordem, Taluka Bicholim,. The said plot is a part and parcel of a bigger property described in the Land Registration Office under No. 7212 new and not enrolled in the Land Revenue Office for the purpose of Matriz predial and said property bearing survey No. 134/1-A of Village Bordem is bounded as under:

On or towards the East : By the property bearing Survey No. 134/2 of Village Bordem;

On or towards the West : by Road;

On or towards the North: By the part of the said bigger property bearing Survey No. 134/1 of Village Bordem, and;

On or towards the South : By the remaining part of the said bigger property bearing Survey No. 134/1 of Village Bordem;

SCHEDULE - II
(Description of the Flat)

ALL THAT Flat bearing Flat No. _____, having carpet area of _____ sq. mtrs. and super built-up area of _____ sq. mtrs., which includes the share of common passages, staircase, etc., on the _____ Floor of Block ____ of the building called as '**NATURE HEIGHTS RESIDENCY**', to be constructed in the property described in Schedule-I herein above, together with the corresponding proportionate undivided share/right in the said plot bearing Survey No. 134/1-A of Village Bordem, Taluka Bicholim, described in the Schedule-I written herein above and the said Flat is bounded as under:

On the East : by

On the West : by

On the North : by

On the South : by

and the said Flat hereby agreed to be sold, is shown in red colour boundary linings in the plan annexed hereto.

SCHEDULE - III
(Specification of the Premises)

STRUCTURE:

RCC framed structure

MASONARY WORKS:

Laterite Stone/Cement Blocks. Masonary. 12 mm Internal Cement Plaster with Standard White care putty finish. RCC Roof slab with proper water proofing or will be covered with fabricated sheets. Single loft in kitchen only.

DOOR & WINDOWS:

Wooden door frame. Main door with teakwood frame. Bed rooms, Kitchen & toilet with quality doors. Windows will be Aluminium powder coated frames sliding windows.

FLOORING AND TILING WORK:

900 X 900 mm Vitrified tiles in living room. 600 X 600 mm Vitrified Tiles in Kitchen & Bedroom. Full height glazed tiles Dado in Toilets.

KITCHEN:

Granite kitchen platform on kadappa base. 900 mm height glazed tiles Dado for Kitchen Platform & wash basin.

PAINTING:

Internal paint with Emulsion & External with quality Exterior paint.

WATER SUPPLY:

Water sump with electrical motor for smooth supply of water.

ELECTRICAL:

concealed electrical wiring

2 light points, 2 plug points & 2 fan points in living.

2 light points, 1 plug point, 1 fan point & 1 ac point in each bedroom.

1 light point, 1 plug point, 1 fan & 2 power points in kitchen.

1 light point each in balcony, entrance, toilet & 1 bell point.

TV & telephone point.

TOILET & BATHROOM:

Toilets with EWC. Standard company bathroom fitting and clouded sanitary fittings. Shower, Tap, Health faucet, with provision for heater & washing machine.

EXTRA WORK:

Any other extra work or other quality materials other than mentioned above, are required to be used, then the Purchaser shall intimate to the Intending Vendors accordingly in advance and the same will be executed by the Intending Vendors only after the amount corresponding to the cost of extra work and/or the materials to be used, is paid in advance by the Intending Purchaser to the Intending Vendors.

GENERAL:

Purchaser shall obtain his/her/their own permanent electricity connections from the respective Government Departments and in this respect, the Intending Vendors shall

provide the Purchaser with the required electrical test report to the effect that the work are executed as per Government regulations.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement for construction cum sale on the day, month and the year first hereinabove mentioned.

SIGNED AND DELIVERED by }
withinnamed **M/s. SALKAR CODCODO** }
CONSTRUCTIONS through its Partners: }

1. Shri **SACHIN VALLABH SALKAR** : _____

L. H. F. I.

R. H. F. I.

2. Shri **RISHABH PARESH KADKADE**: _____

L. H. F. I.

R. H. F. I.

SIGNED AND DELIVERED BY }
 }
WITHIN NAMED Mr. _____ }
 }
_____, the INTENDING PURCHASER } -----

L.H.F.I.

R.H.F.I.

IN THE PRESENCE OF WITNESSES:

1. _____

2. _____