

AGREEMENT OF CONSTRUCTION AND SALE

This AGREEMENT OF CONSTRUCTION AND SALE is made and executed at Margao, Goa, on this \_\_\_\_\_ day of \_\_\_\_\_, of the year 2019.

B E T W E E N

ARAUJO REALTORS Proprietary concern of Mr. Ryan Anthony Araujo, having office at Plaza de Araujo, 1313B Apt 203, Benaulim, Salcete, Goa; represented herein by its Proprietor, Mr. RYAN ANTHONY ARAUJO, 42 years of age, occupation - business, bachelor, son of Mr. Francisco Xavier Araujo alias Frank Araujo, holding PAN CARD no.ADGPA2683L and AADHAAR CARD no.8988 3036 5591, Indian National, residing at Plaza De Araujo, Opp. Benaulim Panchayat, Benaulim, Salcete, Goa, hereinafter referred to as "The VENDOR CUM DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, and assigns) OF THE FIRST PART.

A N D

1. \_\_\_\_\_ -
2. \_\_\_\_\_

hereinafter referred to as "THE PROSPECTIVE HOLDERS" (which expression shall mean and include their heirs, successors, legal representatives, administrators, executors & assigns) OF THE SECOND PART;

All parties to this Agreement are Indian Nationals.

WHEREAS there exists a property situated at Benaulim, within the limits of village panchayat of Cana Benaulim, Salcete taluka, district of South Goa, state of Goa, which is better described in

Schedule 'A' hereto and which property shall hereinafter be referred to as the "SAID PROPERTY".

AND WHEREAS by a Public Deed of Transaction dated 02/06/1906, the entire property was divided into two halves, being NORTHERN PART and SOUTHERN PART by drawing a line from East to West, wherein, the NORTHERN part was allotted to Dona Estefania da Piedade Barbara, widow of Francisco Xavier Sebastiao Celeodaro Moniz, and the SOUTHERN PART (which is the SAID PROPERTY better described in Schedule 'A' hereto) was allotted to Jose Maria Leopoldino Moniz and his wife Ana Eufermiana da Piedade Bernardina Dias from Benaulim.

AND WHEREAS by virtue of a Deed of Gift, Division and Declaration dated 04 August 1921, duly recorded in the office of the Judicial Division of Salcete, at Margao, at folio 39 to 42 overleaf of Book no.286, executed between said Jose Maria Leopoldino Moniz and his wife, Ana Eufermiana da Piedade Bernardina Dias as "the First Party", (i) Antonio Vicente Sao Pedro Roque Moniz and his wife, Maria Idolini da Costa, (ii) Antonio Roque Xavier Moniz, (iii) Maria Teresa Dulce Moniz and (iv) Clara de Assumpcao Moniz as "The Second Party" and (i) Verediana Coronata Aurelia Moniz and her husband Joao Vicente de Jesus Maria Jose de Melo alias Joao Vicente de Melo; (ii) Purificacao Ernestina Estefania Moniz and her husband Clovis Eugenio Massilon do Rosario e Mesquita alias Eugenio Mesquita; as "the Third Party", the SAID SOUTHERN PART i.e. the SAID PROPERTY was allotted to (i) Antonio Vicente Sao Pedro Roque Moniz and his wife, Maria Idolini da Costa.

AND WHEREAS vide a Deed of Partition dated 20 March 1948 recorded in the office of judicial division of Salcete, city of Margao, at folio 1 of Book of Notes no.608, executed upon the death of

said Antonio Vicente Sao Pedro Roque Moniz, executed between his widow, namely, Maria Idolina da Costa alias Maria Idolina da Costa and his children, namely, (i) Ernestina Irene Eufermiana Moniz married to Tomaz Joaquim FlorianoAnunciacao Jose Antonio Vaz; (ii) Antonio Jose Leopoldino do Patrocinio Moniz alias Leopoldino Moniz; (iii) AldaRenigna Moniz, spinster; (iv) Antonio Maria Joaquim Moniz; the said SOUTHERN PART (SAID PROPERTY) was allotted to the said MARIA IDOLINI DA COSTA, widow of Antonio Vicente Sao Pedro Roque Moniz;

AND WHEREAS said MARIA IDOLINE DA COSTA also known as MARIA IDALINE DA COSTA and MARIA IDALINA DA COSTA alias MARIA IDALINA DA COSTA E MONIZ expired on 19/11/1954 in the status of widow, leaving behind on her, a Will dated 27/10/1953 and as her heirs, the following children:-

- (i) Ernestina Irene Eufermiana Moniz married to Tomaz Joaquim FlorianoAnunciacao Jose Antonio Vaz;
- (ii) Antonio Jose Leopoldino do Patrocinio Moniz alias Leopoldino Moniz;
- (iii) AldaRenigna Moniz, spinster;
- (iv) Antonio Maria Joaquim Moniz;

as her only and universal heirs who succeeded to the estate, which is confirmed as per the Deed of Qualification of heirs along with Partition dated 20 October 1955, which is recorded at folio 33 onwards of Deeds Book no.721 in the office of Judicial Division Salcete, at Margao.

AND WHEREAS as per the same document, the SAID PROPERTY among other properties, was allotted to ANTONIO JOSE LEOPOLDINO DO PATROCINIO MONIZ alias LEOPOLDINO MONIZ who was married to Maria IMELDA DO ROSARIO BOTELHO also known as IMELDA BOTELHO E MONIZ alias IMELDA MONIZ.

AND WHEREAS as per the records of Matriz, the SAID PROPERTY is found recorded under Matrizno.1288 infavour of Jose Maria Leopoldino Moniz of Benaulim.

AND WHEREAS by a Deed of Sale dated 07 March 2006, said Mr. ANTONIO JOSE LEOPOLDINO DO PATROCINIO MONIZ alias LEOPOLDINO MONIZ and his wife, Mrs. MARIA IMELDA DO ROSARIO BOTELHO also known as IMELDA BOTHELHO E MONIZ alias IMELDA MONIZ, both r/o Benaulim, sold the SAID PROPERTY to Mr. HECTOR D'COSTA.

AND WHEREAS vide a Deed of Sale dated 01st December, 2014 duly registered in the office of the Sub Registrar of Salcete, at Margao, under Reg. no.MGO-BK1-05317-2014 on 02/12/2014, said Mr. HECTOR D'COSTA sold the SAID PROPERTY to S I MEDIA LLP, a limited liability partnership firm, having office at Lavelle Road, Bangalore.

AND WHEREAS vide a Deed of Sale dated 01 August 2017, duly registered in the office of the sub registrar of salcete at Margao, under Reg. no.MGO-BK1-03523-2017 on 01/08/2017, the VENDOR CUM DEVELOPER herein purchased from said S I MEDIA LLP, a PART of the SAID PROPERTY, which Part admeasures 1800 square metres and is described in Schedule 'B' hereto. The said Part described in Schedule 'B' hereto shall hereinafter be referred to as the "SAID PORTION".

AND WHEREAS in view of the above, the VENDOR CUM DEVELOPER has become the exclusive owner in possession of the SAID PART, and is entitled to deal with the same, in any manner, he deems fit and proper.

AND WHEREAS vide a Judgment and Order dated 17April 2018, passed by the Dy. Collector and SDO of Salcete, Margao, in Case no.LRC/PART/Benaulim/141/2018/5758, the SAID PART admeasuring 1800 sq. mts.has been partitioned from the said property and allotted a separate sub division number being Survey no.245 Sub-division no.19-D of village Benaulim, and the name of VENDOR CUM DEVELOPER is recorded in the column “Name of occupant” of Form I & XIV in respect of the SAID PART bearing Survey no.245/19-D of village Benaulim.

AND WHEREAS the VENDOR CUM DEVELOPER has proposed a Scheme for the development and construction of 4 Row Bungalowsin the SAID PART.

AND WHEREAS for the purpose of such development in the SAID PART, the VENDOR CUM DEVELOPER has obtained following permissions and approvals from the concerned statutory authorities:-

1) Technical Clearance Order dated 12May 2017 issued by the Town Planner, Town and Country Planning Department, under Ref. no.TPM/29324/Ben/245/19/17/1926 for the construction of residential building/s in the said property, subsequently, vide Technical Clearance Order (revised) dated 30 January 2019, under Ref. no.TPM/29324/Ben/245/19/2019/765, the Dy. Town Planner, based on the Partition issued Revised Technical Clearance Order for the construction of residential Bungalows (4 nos.) with Pools (revised) in the SAID PART bearing survey no.245/19-D of village Benaulim.

2) Construction Licence dated 23June 2017 issued by the Village Panchayat of Cana Benaulim, under No.VPCB/19/2017-2018, for construction of residential building/Row Bungalows with due approval of plans.

3) Sanad dated 05March 2018 issued by the Additional Collector II under No.AC-II/SAL/SG/CONV/37/2017/3077, granting conversion/permission for change of use of land, for the purpose of Residential use, in respect of an area of 3208 square metres of the said property.

4) No Objection Certificate from the sanitation point of view, issued by the Govt. of Goa, Directorate of Health Services, Primary Health Center, Cansaulim, Goa, under Ref. No.PHCC/Cans/NOC/17-18/334 dated 1/6/2017.

AND WHEREAS the said project of development and construction in the SAID PORTION is named as **ARAUJO GRANDE**.

AND WHEREAS the said project of development comprises of four (4) Row Bungalows with common facilities for the use of the PURCHASERS, a copy of the sanctioned plan of the said portion showing the internal roads, open spaces, is hereto annexed as **Annexure I**.

AND WHEREAS based on the above referred permissions and approvals, the VENDOR CUM DEVELOPER has commenced the development and construction of the entire project.

AND WHEREAS the entire project of development has been registered with under the Real Estate Regulatory Authority Act, 2016 at \_\_\_\_\_ (RERA) on \_\_\_\_\_ under Ref. no. \_\_\_\_\_

AND WHEREAS the PROSPECTIVE HOLDERS herein have taken inspection of the title documents of the VENDOR CUM DEVELOPER to the SAID PART and are satisfied about the same.

AND WHEREAS the PROSPECTIVE HOLDERS have approached the VENDOR CUM DEVELOPER with a request that, upon completion of the construction by the VENDOR CUM DEVELOPER on their own account, of the Bungalows/Building in the SAID PART, the VENDOR CUM DEVELOPER shall sell to the PROSPECTIVE HOLDERS a Row Bungalow bearing **no.**\_\_\_\_\_ admeasuring super built-up area of \_\_\_\_\_ sq. mts. (RERA carpet area \_\_\_\_\_ sq. mts.,)as shown in the plan annexed in RED colour lines,togetherwith proportionate undivided share in the SAID PART, for the price stipulated herein, which Row Bungalow **no.**\_\_\_\_\_is fully described in SCHEDULE 'C' hereto, and thesaidRow Bungalowtogether with proportionate undivided share in the said property shall hereinafter be referred to as the **"SAID PREMISES"**.

AND WHEREAS the parties have mutually settled the terms of this Agreement, and the parties hereto hereunto record such terms of Agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER :

Definitions:

1. For the purpose of this agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below:-

(a) "the said premises" shall mean the Bungalows described in the SCHEDULE-C hereinafter written at the conclusion of this Agreement together with the proportionate undivided share in the said property;

(b) "the said property" shall mean the property described in SCHEDULE-A hereinafter written at the conclusion of this Agreement and "the said part" shall mean the property described in SCHEDULE-B;

(c) "service" in relation to any letter or notice by one party to the other shall be either by hand delivery to the party or to his office staff or family member; but in case it is sent by post, the service

shall be deemed to have been effected on the third day of its posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender.

(d) “super built-up area” shall mean a total area obtained after adding to the built-up area of the premises, such additional area that shall be derived after multiplying the buildup area of the premises by a fraction obtained upon dividing the total common area by the total build up area of the entire building.

Project name:

2. The name of the project i.e., of the Residential/Residential cum Commercial Complex to be constructed by the VENDOR CUM DEVELOPER in the SAID PART, shall be known as **“ARAUJO GRANDE”**.

Transaction:

3. The VENDOR CUM DEVELOPER shall construct, on his/its own account, the said Bungalows proposed by him to be constructed in the SAID PART, and thereafter the VENDOR CUM DEVELOPER shall sell unto the PROSPECTIVE HOLDERS, the SAID BUNGALOW described in the SCHEDULE-C hereto, being one of the premises, together with proportionate undivided share in the SAID PART.

4. The proposed sale of the SAID PREMISES shall include the sale of the Row Bungalow described in the SCHEDULE-C hereto and marked in RED colour lines in the PLAN annexed to this Agreement, as also proportionate undivided share in the SAID PART described in SCHEDULE - B hereto. The PROSPECTIVE HOLDERS shall bear the cost of the stamp duty and registration fee relating to the SAID PREMISES.

4A. It is clearly understood between the parties that the sale of the SAID PREMISES as stipulated in **clause 23-23A** shall



be effected only after completion of the entire project by the VENDOR CUM DEVELOPER.

5. It shall be obligatory upon the VENDOR CUM DEVELOPER to construct the Row Bungalow described in SCHEDULE C hereto, so to be purchased by the PROSPECTIVE HOLDERS, upon minimum compliance of the specifications contained in the **ANNEXURE-I** hereto and as per the layout shown in RED colour lines in **the PLAN** annexed hereto.

Consideration & payment thereof:

6A. The aggregate amount, inclusive of the sale price of the Row Bungalow described in SCHEDULE C hereto, the sale price of the proportionate undivided share in the SAID PART, payable by the PROSPECTIVE HOLDERS to the VENDOR CUM DEVELOPER in respect of the sale of the SAID PREMISES hereby agreed to be made in favour of the PROSPECTIVE HOLDERS shall be **Rs.**\_\_\_\_\_ **only)** and the same shall be paid in the manner mentioned in the **SCHEDULE -D** hereinafter appearing.

6B. In case the PROSPECTIVE HOLDERS require any extra amenities other than those specified in the Annexure and/or desires use of any materials other than those specified in the Annexure and/or desires any changes, all of which falling within the rules and regulations of the competent authorities, the VENDOR CUM DEVELOPER may provide the same and/or take up the execution of such changes and/or providing of material desired by the PROSPECTIVE HOLDERS, provided the additional expenditure of the same is paid by the PROSPECTIVE HOLDERS to the VENDOR CUM DEVELOPER in advance, before taking up the work of said changes and before providing of extra and/or different

materials. However, the VENDOR CUM DEVELOPER shall have absolute discretion in not taking up any changes as desired by the PROSPECTIVE HOLDERS.

7. It is hereby clarified that, the Service Tax or any other Tax if made applicable at any time, by any statute, shall be borne and paid by the PROSPECTIVE HOLDERS immediately on demand by the VENDOR CUM DEVELOPER.

8. The total sum mentioned in the **Clause-6A** hereinabove written, shall be payable by the PROSPECTIVE HOLDERS to the VENDOR CUM DEVELOPER only by way of crossed Account Payee Cheque or Banker's Demand Draft or Pay Order, payable at Margao, Goa, in the manner stipulated in the SCHEDULE-D hereinafter appearing. However, in this sole discretion and subject to the restriction put by any law in force, the VENDOR CUM DEVELOPER may receive any amount in cash from the PROSPECTIVE HOLDERS, for which a receipt acknowledging the payments, shall be delivered by the VENDOR CUM DEVELOPER to the PROSPECTIVE HOLDERS.

9. No amount paid by Cheque, Demand Draft or Pay Order, shall be deemed to have been received by the VENDOR CUM DEVELOPER, until the value thereof is realized in the Bank Account of the VENDOR CUM DEVELOPER.

Essence of contract:

10. The parties do hereby agree that time for payment of the installments herein fixed is the essence of this contract and that delay of more than **15 (fifteen)** days in payment of any installments or part thereof shall be deemed to be the reasonable time and cause for the VENDOR CUM DEVELOPER to terminate this Agreement. In that regard, it is agreed between the parties

hereto that, in case of such delay, the VENDOR CUM DEVELOPER shall have absolute right and discretion to accept payment of any installments or part thereof beyond the prescribed time, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by the VENDOR CUM DEVELOPER and that it shall not affect the right of the VENDOR CUM DEVELOPER to terminate this Agreement on that count or for that delay, in the future. 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 time for the payment of further installments herein specified. In case of delayed payment, penalty of 18% shall be paid by the PROSPECTIVE HOLDERS to the VENDOR CUM DEVELOPER on the amount payable, from the date of default till the actual payment.

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Termination:

11. However, in case of delay in making payment of any of the installments by the PROSPECTIVE HOLDERS, the VENDOR CUM DEVELOPER shall issue a notice in writing in that regard to the PROSPECTIVE HOLDERS at the address mentioned herein, and if the entire defaulted amount is not paid to the VENDOR CUM DEVELOPER within ten days from the date of service of such Notice, then this Agreement shall be deemed to have been validly terminated without need of any further Notice to that effect to the PROSPECTIVE HOLDERS, even though the money till then received from the PROSPECTIVE HOLDERS is not returned by the VENDOR CUM DEVELOPER to the PROSPECTIVE HOLDERS.

Return of money & place of refund:

12. In case of such termination, the VENDOR CUM DEVELOPER shall repay to the PROSPECTIVE HOLDERS the entire amount

actually received till then by the VENDOR CUM DEVELOPER from or on behalf of the PROSPECTIVE HOLDERS, except the amount of Service Tax contained therein, only upon finding another buyer for the said premises and upon receiving money from such new buyer sufficient to return the entire amount received from or on behalf of the PROSPECTIVE HOLDERS. No interest shall be payable, at all, by the VENDOR CUM DEVELOPER on such amounts to be refunded. Administrative charges to the tune of **10%** shall be deducted on the sale amount.

13. It is specifically agreed that such refund shall be collected by the PROSPECTIVE HOLDERS from the Head Office of the VENDOR CUM DEVELOPER by giving to the VENDOR CUM DEVELOPER, at least, 48 hours notice, prior to arrival of the PROSPECTIVE HOLDERS to collect such refund. Such refund shall be made by Cheque payable at Margao, Goa.

Compliance of obligations under FEMA:

14. If the PROSPECTIVE HOLDERS are not Indian Citizens, but is/are Indian Citizen/s Resident/s Outside India or Person/s of Indian Origin but had earlier held Indian passport, then all the payment under this Agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR account and further the PROSPECTIVE HOLDERS shall also comply with all the requirements of the Foreign Exchange Management Act, 1999, (FEMA) and the Rules and Regulations made there under.

Alteration in the layout of the said premises or changes in the specification and plans:

15. The VENDOR CUM DEVELOPER is entitled to alter the plans of construction of the said premises, as per the requirement of the architect/engineer or the sanctioning authorities, provided, such

alteration of the plans of construction shall not affect the construction of the SAID PREMISES agreed to be sold to the PROSPECTIVE HOLDERS under this Agreement. The VENDOR CUM DEVELOPER shall be entitled to use and consume more FAR if permissible now or at a later date and may construct additional premises and dispose them.

Inspection of the said premises and documents:

16. It shall be the obligation of the PROSPECTIVE HOLDERS to inspect or to get inspected from the authorized representative, the construction of the SAID PREMISES, so that objections, if any, regarding defect in such construction or execution of such items of construction shall be raised by the PROSPECTIVE HOLDERS or the authorized representative, in writing, while such work is in progress or within one week from date of execution of such items. If no such objections are given within such period, then it shall be deemed that execution of such item has been done with the full consent and concurrence of the PROSPECTIVE HOLDERS.

17. The PROSPECTIVE HOLDERS hereby agree and declare that the PROSPECTIVE HOLDERS have inspected all the title documents of title pertaining to the said property, and also all the approvals, permissions, licences etc., obtained from the concerned authorities, including the plans approved there under and that the PROSPECTIVE HOLDERS are fully satisfied about the title of the VENDOR CUM DEVELOPER regarding the said property being free of all encumbrances; about the authority of the VENDOR CUM DEVELOPER to execute this Agreement and about the legality of the construction of the said premises.

18. At the time of taking delivery of the SAID PREMISES, the PROSPECTIVE HOLDERS shall thoroughly inspect or get inspected

the SAID PREMISES for the quality of construction and for defects, if any, and get the same cured before taking delivery of the same. After the delivery of the SAID PREMISES is taken over by the PROSPECTIVE HOLDERS from the VENDOR CUM DEVELOPER, the PROSPECTIVE HOLDERS shall be forbidden from raising any claim against the VENDOR CUM DEVELOPER of whatsoever nature.

Completion and delivery:

19. Upon the receipt of total consideration as mentioned under **Clause-6A** above and upon receipt of other amounts payable under **Clauses-24** of this Agreement, the OWNER CUM BUILDER shall deliver unto the PROSPECTIVE HOLDERS the SAID PREMISES and shall also execute and/or cause to execute a document of transfer in respect of the SAID PREMISES unto the PROSPECTIVE HOLDERS, however, subject to completion of the entire project by the VENDOR CUM DEVELOPER.

20. Subject to the conditions of payment of installments and other payments to be made by the PROSPECTIVE HOLDERS to the VENDOR CUM DEVELOPER as stipulated herein, the VENDOR CUM DEVELOPER shall upon its due completion, tender delivery of the SAID PREMISES to the PROSPECTIVE HOLDERS, **on or before** \_\_\_\_\_

21. The VENDOR CUM DEVELOPER shall not incur any liability if he is unable to complete the SAID PREMISES and/or deliver the possession of the SAID PREMISES to the PROSPECTIVE HOLDERS within the period stipulated herein, if the completion of the project 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 VENDOR CUM DEVELOPER. In any of the aforesaid events, the VENDOR CUM DEVELOPER shall be entitled to reasonable extension of time for delivery of the SAID PREMISES as may be certified by the Architect or agreed mutually between the parties hereto.

22. At the time of taking delivery of the SAID PREMISES from the VENDOR CUM DEVELOPER, the PROSPECTIVE HOLDERS, shall sign and execute the following :-

(a) "Letter of Possession" based on the standard format of the VENDOR CUM DEVELOPER, which shall be the only proof and document of taking delivery of the SAID PREMISES by the PROSPECTIVE HOLDERS from the VENDOR CUM DEVELOPER;

(b) Transfer Form for House-tax transfer, and application, undertaking, affidavit etc.;

(c) Transfer Form for Electricity connection transfer and water connection transfer, application, undertaking, affidavit, etc.

(d) Entity or Maintenance Society formation papers.

(e) Infrastructure-Tax in respect of the SAID PREMISES, as may be levied and collected or to be collected by the competent authorities and any other new taxes, value added tax, or service charges introduced by the Central Government and/or the State Government;

Formation of an entity or Co-operative Maintenance Society:

23. The PROSPECTIVE HOLDERS shall join as members of the Entity or Registered Co-operative Maintenance Society, to be formed by the VENDOR CUM DEVELOPER, for the purposes of maintenance of the common amenities provided to the entire complex and for this purpose shall sign all necessary papers, bye-laws, undertakings, declarations etc., and shall make payment of

such fees and charges as may be fixed by such entity or society for the purposes of maintenance of the common amenities.

23A. The Transfer of the said Project along with the land in favour of the Entity or Registered Co-operative Maintenance Society shall be effected only upon completion of the entire project. It is understood between the parties that if at any time in future, the VENDOR CUM DEVELOPER decides to amalgamate the SAID PART with the surrounding/adjacent properties, for the purpose of balance development of the additional area, the VENDOR CUM DEVELOPER shall have full right and authority to do the same, subject to necessary permissions obtained from the concerned authorities and in that event, the PROSPECTIVE HOLDERS shall not have any say or object or interfere in the proposed construction of the buildings/bungalows in the said amalgamated area.

Other amounts payable under this Agreement:

24. The PROSPECTIVE HOLDERS hereby agree and undertake to pay to the VENDOR CUM DEVELOPER, before taking delivery of possession of the SAID PREMISES or on demand, the following amounts:-

- (a) The charges for obtaining electric connection as well as for obtaining common water connection shall be as per the actual expenses and the bills submitted by the respective departments.
- (b) Electricity charges as per the bills raised by the Electricity Department in respect of the SAID PREMISES from the date of connection;
- (c) Water charges as per the bills raised by the Public Works Department in respect of the SAID PREMISES, from the date of connection;
- (d) House-Tax in respect of the SAID PREMISES;



- (e) Any expenditure to be incurred on account of any taxes levied or to be levied by the government/quasi government/any competent authority, in respect of the SAID PREMISES;
- (f) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution of this Agreement or for the execution of any other documents or finalising the final Deed of Transfer by virtue of this Agreement in favour of the PROSPECTIVE HOLDERS.
- (g) **Rs.**\_\_\_\_\_ per square metres towards contribution for the formation of the society and Society maintenance fund, the actual expenses/consideration shall be charged in advance to the PROSPECTIVE HOLDERS before taking the possession of the premises and after formation of the Society, the fund if any shall be transferred to the Society.

Transfer and use of the said premises:

25. The PROSPECTIVE HOLDERS shall have no right to transfer/assign or sell the rights and interests created by virtue of this Agreement unless the PROSPECTIVE HOLDERS first take possession of the SAID PREMISES from the VENDOR CUM DEVELOPER.

26. The PROSPECTIVE HOLDERS shall use the said Row Bungalow for residential purpose only. After handing over of the premises, the PROSPECTIVE HOLDERS shall not carry out any construction of whatsoever nature to the same without the prior permission of the VENDOR CUM DEVELOPER and the Society. The PROSPECTIVE HOLDERS shall use only the parking space allotted to him/her by the VENDOR CUM DEVELOPER.

27. The PROSPECTIVE HOLDERS shall not have any right to the open spaces or any other area until the same is transferred either in their individual name or in the name of the Entity or

Society and the VENDOR CUM DEVELOPER shall be free to use the same in the manner, they deem fit and proper.

Service of notice:

28. Any intimation, by way of notice or otherwise, to be given to the PROSPECTIVE HOLDERS by the VENDOR CUM DEVELOPERS, shall be deemed to be served on the PROSPECTIVE HOLDERS, if the same is sent through registered post A/D, at the following name and address:

Mr. \_\_\_\_\_ -

Settlement of Disputes:

29. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the SAID PREMISES, or time fixed for the payment of installments, shall be finally settled by a certificate of such stage or final Completion Certificate by the Architect or RCC Consultant and such certificate shall be binding on the parties hereto.

30. In the event of any dispute arising between the parties hereto and settlement of which is not otherwise provided in this Agreement, the parties hereto agree that the matter shall be referred to the RCC Consultant to the Project and/or the Architect to the Project, for his conciliation and decision. In the event of further disputes, the matter will be referred to the arbitrators under the Arbitration and Conciliation Act, 1996. The place of arbitrations shall be **Margao, Goa.**

Transfer of House-Tax and Electricity & Water connection

31. Upon taking delivery of the SAID PREMISES, it shall be the responsibility of the PROSPECTIVE HOLDERS to get the house-tax records, electricity connection and water connection, in respect of the SAID PREMISES transferred in the name of the PROSPECTIVE HOLDERS, at the cost and expense of the PROSPECTIVE HOLDERS, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes.

Other conditions:

32. In the event the Society or any Legal Entity cannot be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY, the VENDOR CUM DEVELOPER shall convey unto the PROSPECTIVE HOLDERS, the Said Row Bungalow along with the undivided share of the SAID PART, proportionate to the built up area of the said Row Bungalow unto the PROSPECTIVE HOLDERS, in such manner, as may be determined by the VENDOR CUM DEVELOPER.

33. In case the VENDOR CUM DEVELOPER undertakes the work of providing any additional amenities or facilities under any Government Rule or Regulation and such work entails additional cost, the same shall be borne by the PROSPECTIVE HOLDERS proportionately, and such additional cost shall be paid prior to the VENDOR CUM DEVELOPER undertaking such work.

34. It is further made clear that all the costs and expenses in preparing, executing and registering such document of transfer of SAID PREMISES together with proportionate undivided share in the land, including the stamp duty and registration charges, shall be borne and paid by the PROSPECTIVE HOLDERS.

35. Nothing contained in this Agreement shall be construed as demands or assignment or conveyance or encumbrance on the said property or any portion thereof. Such demands or assignments or conveyance shall be only effected by way of delivery of possession of the SAID PREMISES to be effected or caused to be effected by the VENDOR CUM DEVELOPER.

36. It is clearly understood between the parties that the possession of SAID PREMISES is not handed over by the VENDOR CUM DEVELOPER to the PROSPECTIVE HOLDERS under this Agreement, which shall be evinced by way of executing a separate appropriate document between the parties hereto.

37. All the documents to be executed between the PROSPECTIVE HOLDERS and the VENDOR CUM DEVELOPER shall be prepared by the Advocate of the VENDOR CUM DEVELOPER at the expense of the PROSPECTIVE HOLDERS.

38. All the parties hereto shall specifically perform this Agreement.

Schedule A -  
(Description of the property)

All that property denominated as ZOGPALLEM also known as ZOGPOILEM or JOPAILEM, situated within the limits of village panchayat of Cana Benaulim, Salcete taluka, district of South Goa, state of Goa, described in the land registration office of Salcete at Margao, under no.789 of old series and enrolled in the Land Revenue Office of Salcete under Matriz under no.1288, bearing survey No.245/19 of village Benaulim, Salcete, Goa, totally admeasuring an area of 6,525 square metres, and which property is bounded as under :-

on the East by the water drain running in the North-South direction;

on the West by the property “PANDIABAGA” “QUILPAXITIN” of the comunidade, presently surveyed under no.246/17 and 246/37 of village Benaulim;

on the North by half of the property ZOGPOILEM of Estafania da Piedade Barbosa presently surveyed under no.245/18 of village Benaulim; and

on the South by the boundary line of village Varca;

Schedule ‘B’ -  
(Description of SAID PART)

All that Part admeasuring 1,800 square metres, which is a part of the property denominated as ZOGPALLEM also known as ZOGPOILEM or JOPAILEM, situated within the limits of village panchayat of Cana Benaulim, Salcete taluka, district of South Goa, state of Goa, described in Schedule ‘A’ above. The said Portion/Property is identified in the survey records of village panchayat of Benaulim under Survey no.245/19-D and is bounded as under :-

on the East by remaining property of Survey no.245/19;

on the West by Survey no.245/19A of village Benaulim;

on the North by Survey no.245/18 and 245/18A of village Benaulim; and

on the South by Survey no.245/19B and 245/19C of village Benaulim;

Schedule – C  
Description of Bungalow

All that Bungalow no.\_\_\_\_\_ having built-up area of \_\_\_\_\_ sq. mts. (RERA carpet area of \_\_\_\_\_ sq. mts.) consisting of \_\_\_\_\_ floor constructed in the property described in

Schedule ‘B’ above, together with proportionate undivided share in the SAID PART described in Schedule ‘B’ above, which Bungalow is shown in the plan annexed hereto marked in RED colour.

The said Bungalow is bounded as under :-

On the East-

On the West –

On the North –

On the South –

Schedule – D  
PAYMENT SCHEDULE of Rs. \_\_\_\_\_ ---

Annexure I -  
SPECIFICATIONS

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

VENDOR CUM DEVELOPER

PROSPECTIVE HOLDERS -