

**AGREEMENT OF CONSTRUCTION AND SALE WITHOUT  
POSSESSION.**

**THIS AGREEMENT OF CONSTRUCTION AND SALE WITHOUT POSSESSION** is made and executed at Margao, Salcete, Goa, on this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand And \_\_\_\_\_ (\_\_\_\_\_).

**BETWEEN**

1. **MR. ROSEVELT JOSE FILIGONIO DO ROSARIO CARL VALADARES**, son of Mr. Antonio De Damiao Valadares, \_\_ years of age, married, Businessman, Indian National, holding Adhar Card no. \_\_\_\_\_, holding PAN card no. \_\_\_\_\_, email: [rosevelt24@yahoo.com](mailto:rosevelt24@yahoo.com), Phone no.9822382898, Indian National, resident of h.no.236-A, Pirmi, Nagoa, Verna, Salcete, Goa 403 722, and his wife
  
2. **MRS. ADBRONA VAZ**, daughter of late Mr. Afronio Vaz, \_\_ years of age, married, advocate, holding Adhar Card no. \_\_\_\_\_, holding PAN card no. \_\_\_\_\_, email: [adbrona10@rediffmail.com](mailto:adbrona10@rediffmail.com), Phone no.9922402898, Indian National, residents of h.no.236-A, Pirmi, Nagoa, Verna, Salcete, Goa, Pin: 403 722, both collectively, hereinafter referred to as "THE PROSPECTIVE VENDORS" (which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include each of their heirs, successors, executors, administrators, legal representatives and assigns) the party **OF THE ONE PART.**

**AND**

**MR/MRS.** \_\_\_\_\_, s/o / d/o of \_\_\_\_\_, aged about \_\_\_\_\_ years, \_\_\_\_\_, in service/business/housewife, Indian National, holding Pan Card No. \_\_\_\_\_, having Adhar Card Bearing No. \_\_\_\_\_, resident of \_\_\_\_\_, Pin: \_\_\_\_\_, email: \_\_\_\_\_, Phone no. \_\_\_\_\_, hereinafter referred to as "THE PROSPECTIVE PURCHASER" (which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include his/her heirs, successors, executors, administrators, legal representatives and assigns) the party **OF THE SECOND PART.**

All parties to this Deed are Indian Nationals.

THE \_\_\_\_\_ no.\_\_\_\_, MR. /MRS. \_\_\_\_\_ is represented in this Deed by his/her duly constituted Power of Attorney MR./MRS. \_\_\_\_\_, s/o / d/o. \_\_\_\_\_, \_\_\_\_\_ years of age, \_\_\_\_\_, \_\_\_\_\_, Indian National, holder of Pan Card no. \_\_\_\_\_, Holder of Aadhaar Number \_\_\_\_\_, resident of \_\_\_\_\_, by virtue of Power of Attorney dated \_\_\_\_\_ executed before \_\_\_\_\_, at \_\_\_\_\_.

WHEREAS there exists a property which is the fourth addition of the coconut grove "Palmar Murda o Pequeno" or "Murda o Pequeno" which fourth addition is known as "Segunda adicao Zonavor" or "Segunda adicao Zounvor", also known as "Murda Pequeno" in the survey records, situated in ward Murda-o-Pequeno of Nuvem Village, Sub district and Taluka of Salcete, District of South Goa, within the limits of the Village Panchayat of Nuvem, neither registered in the land registration office nor in revenue office, bearing survey no. 130/3 of village Nuvem, Salcete Taluka, Goa, which is hereinafter referred to as the "SAID PROPERTY" and bounded as follows:

On the East: by the property of Jose Manuel,

On the West: by property bearing survey no. 130/2 of Village Nuvem.

On the North: by a drain of rain waters bearing survey no. 130/7 of Village Nuvem and

On the South: by property bearing survey no. 130/5 of Village Nuvem.

AND WHEREAS the said property originally belonged to Miguel Antonio Filipe Rollin De Abreu alias Minguel Antonio Filipe De Abreu, who was from Piedade.

AND WHEREAS upon the death of said Minguel Antonio Filipe Rollin De Abreu alias Minguel Antonio Filipe De Abreu, the said property was the subject matter of inventory proceedings amongst minors bearing no.899 in book no.5 of the year 1929, which was filed in the Court of Law of Taluka of Ilhas of Goa by Ana Elvira De Sa e Abreu alias Elvira De Sa e, Abreu alias Ana Elvira Rosalia Luiza do Carmo de Graca e Sa e Abreu, widow of the said Miguel Antonio Filipe Rollin De Abreu. The said property was described in the inventory under Item number sixteen.

AND WHEREAS the said property was allotted to Ana Elvira De Sa e Abreu alias Elvira De Sa e Abreu alias Ana Elvira Rosalia Luiza do Carmo de Graca e Sa e Abreu in the said Inventory.

AND WHEREAS the said Ana Elvira De Sa e Abreu alias Elvira De Sa e Abreu alias Ana Elvira Rosalia Luiza do Carmo de Graca e Sa e Abreu died leaving behind the following children :

- i. Caetano Francisco Do Rosario Eduardo De Abreu alias Caetano Francisco Do Rosario Eduardo Jose Maria Valente Lucas Bernadette Monserrate De Abreu alias Eduardo Maria Valente De Abreu.
- ii. Maria Idalina Analia Clementina Olinda De Abreu, alias Maria Idalina Analia Clementina Olinda De Abreu E Almeida.
- iii. Lourenco Luis Pio Francisco Eucaristia De Abreu, alias Lourenco Lino Pio Francisco Eucaristia De Abreu, alias Lourenco de Lino De Abreu.
- iv. Maria Analia Ernestina Eolia Preciosa Hilariana De Abreu, alias Maria Analia De Abreu Pinto , alias Maria Analia Ernestina Eolha Preciosa Hilariana De Abreu e Pinto , alias Maria Analia Eolia Ernestina Hilarina Preciosa de Abreu.

AND WHEREAS by two separate deeds , one dated 06/01/1949 executed before ex officio notary of Taluka of Illhas registered in book no.400/40 and the second dated 13/10/1960 executed before the ex officio Notary of Bardez Taluka in book bearing no.604 at page 58 overleaf, two daughters and one son assigned/released/surrendered all their rights to the said property in favour of their brother Caetano Francisco Do Rosario Eduardo De Abreu , alias Caetano Francisco Do Rosario Eduardo Jose Maria Valente Lucas Bernadette Monserrate De Abreu, alias Eduardo Maria Valente De Abreu.

AND WHEREAS the said Caetano Francisco Do Rosario Eduardo De Abreu , alias Caetano Francisco Do Rosario Eduardo Jose Maria Valente Lucas Bernadette Monserrate De Abreu, alias Eduardo Maria Valente De Abreu by will dated 20/03/1975 executed before the ex officio Notary of Taluka of Ilhas, Goa , registered at page 98 overleaf onwards of the registered book no.40 bequeathed his entire estate including the said property to his sister Maria Analia Ernestina Eolia Preciosa Hilariana De Abreu, alias Maria Analia De Abreu Pinto, alias Maria Analia Ernestina Eolha Preciosa Hilariana De Abreu e Pinto, alias Maria Analia Eolia Ernestina Hilarina Preciosa de Abreu, widow of Otilio Elviro Simplicio Pinto de Santana.

AND WHEREAS the said Caetano Francisco Do Rosario Eduardo De Abreu , alias Caetano Francisco Do Rosario Eduardo Jose Maria Valente Lucas Bernadette Monserrate De Abreu, alias Eduardo Maria Valente De Abreu expired and upon his death his sister the said Maria Analia Ernestina Eolia Preciosa Hilariana De Abreu, alias Maria Analia De Abreu Pinto , alias Maria Analia Ernestina Eolha Preciosa Hilariana De Abreu e Pinto , alias Maria Analia Eolia Ernestina Hilarina Preciosa de Abreu, widow of Otilio Elviro Simplicio Pinto de Santana came to be the sole owner of the said property.

AND WHEREAS the said Maria Analia Ernestina Eolia Preciosa Hilariana De Abreu, alias Maria Analia De Abreu Pinto, alias Maria Analia Ernestina Eolha Preciosa Hilariana De Abreu e Pinto, alias Maria Analia Eolia Ernestina Hilarina Preciosa de Abreu expired on 22/09/2005 without making any gift or will and/or any other disposition of her last wish and leaving surviving her following heirs:

1. Manuel Francisco Rosario Pinto de Santana who expired on 05/09/2004 married to Luisa da Conceicao Caixinha de Santana and their children a. Marco Andre Caixinho de Santana married to Ana Cristina Barcelo castanho Santana and b. Henrique Manuel Caixinha de Santana, unmarried.
2. Mauricio Sebasteao Pinto de Santana married to Maria Ilda Robertina da Costa Pinto de Santana and
3. Mario Francisco Xavier Pinto de Santana married to Maria Ivete de Lourdes Costa Pinto de Santana.

AND WHEREAS upon the death of the said Maria Analia Ernestina Eolia Preciosa Hilariana De Abreu, alias Maria Analia De Abreu Pinto , alias Maria Analia Ernestina Eolha Preciosa Hilariana De Abreu e Pinto , alias Maria Analia Eolia Ernestina Hilarina Preciosa de Abreu , Inventory proceedings were filed in the Court of the Civil Judge, Senior division at Panaji, bearing Inventario Proceeding no. 11/2006/B , by which Mario Francisco Xavier Pinto de Santana , alias Mario Pinto de Santana and his wife Maria Yvette Costa Pinto de Santana , alias Maria Ivete de Lourdes Costa Pinto de Santana , were allotted the said property.

AND WHEREAS by Deed of Sale dated 23<sup>rd</sup> September 2019, executed in the Office of the Sub-Registrar of Salcete at Margao at Book-1 Document registration number MGO-BK1-2879-2019 on date 11<sup>th</sup> October 2019, the said Mario Francisco Xavier Pinto de Santana,

alias Mario Pinto de Santana and his wife Maria Yvette Costa Pinto de Santana , alias Maria Ivete de Lourdes Costa Pinto de Santana sold to the member no.1 of the PROSPECTIVE VENDORS herein, a plot of land admeasuring 2510 square meters bearing survey no.130/3(part) of Village Nuvem, and which plot is bounded as follows:

On The East: By property bearing survey no.130/3-A of Nuvem Village

On The West: By the property bearing survey no.130/2 of Nuvem Village

On The North: By road and

On The South: By property bearing survey no.130/5 of Nuvem village.

AND WHEREAS upon purchasing the aforementioned plot the member no.1 of the PROSPECTIVE VENDORS , after mutating his name in the survey records, got partitioned the plot in the survey records by virtue of Judgment and Order dated 22/06/2020 passed in case no. LRC/PART/Nuvem/475/2019 , whereby a new survey no. 130/3-D of village Nuvem was allotted to the plot purchased by the member no.1 of the prospective vendor . This plot of land surveyed under no. 130/3-D of village Nuvem is more particularly described in Schedule "I" hereunder written and hereinafter referred to as the "**SAID PLOT**".

AND WHEREAS the member no.1 of the PROSPECTIVE VENDORS , namely ROSEVELT JOSE FILIGONIO DO ROSARIO CARL VALADARES, is the sole proprietor of R&A BUILDERS, a sole proprietary concern, having its office at S2 , Felix Mansion Co-operative housing Society Ltd, Caranzalem, Goa 403 002.

AND WHEREAS the said member no.1 of the PROSPECTIVE VENDORS , the sole proprietor of R&A BUILDERS , has obtained development Permission, sanad/Conversion Certificate and Construction License and Approved plan from the Licensing authorities including Sanad dated 18/02/2021 from the Office of the Collector, South Goa, Margao, bearing no. COL/SAL/SG/CONV/41/2020/1814 , Technical Clearance Order dated 09/04/2021 from the Office of the Senior Town Planner, Town and Country Planning Department, Margao bearing no. TPM/32690/NUVEM/130/3-D/2021/1603 , No Objection Certificate dated 10/06/2021 issued by the Primary Health Centre, Lotoulim , Goa bearing no. DHS/2021/DHS0901/O0025/4 and Corrigendum issued by the Primary Health Centre, Lotoulim dated

11/08/2021 bearing no. PHCL/DHS/NOC/2021-22/471 AND Construction Licence No. VP/NUV/BL/2021-22/1 dated 15/05/2021 , from the Office of the Village Panchayat of Nuvem , Salcete, Goa along with approved plan and are constructing a building complex on the SAID PLOT consisting of 2 Blocks , i.e. Block A (7 commercial shops and 6 residential Flats ) and Block B (10 residential flats ).

AND WHEREAS the said building complex when completed shall be known as and hereinafter be referred to as “ADITYA’S PRIDE”.

AND WHEREAS the member no.1 of the PROSPECTIVE VENDORS, as the sole proprietor of R&A BUILDERS has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under Act with the Real Estate Regulatory Authority at Panaji under No. \_\_\_\_\_, authenticated copy is attached in Annexure.

AND WHEREAS, in furtherance of the statutory requirements prescribed under the RERA, the member no.1 of the PROSPECTIVE VENDORS, as the sole proprietor of R&A BUILDERS has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the member no.1 of the PROSPECTIVE VENDORS , as the sole proprietor of R&A BUILDERS, has appointed a Structural Engineer for the preparation of the plans, design and drawings of the buildings and the member no.1 of the PROSPECTIVE VENDORS , as the sole proprietor of R&A BUILDERS , accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings or until such time that for any reason whatsoever, it becomes necessary to terminate the services of the Architect or the Structural Engineer.

AND WHEREAS, the PROSPECTIVE VENDORS have the sole and exclusive right to sell the Flats / Shops in the said building/s to be constructed by the member no.1 of the PROSPECTIVE VENDORS, as the sole proprietor of R&A BUILDERS, on the SAID PLOT and to enter into Agreement/s with the allottee(s) of the FLATS / SHOPS and to receive the sale consideration in respect thereof.

AND WHEREAS, the member no.1 of the PROSPECTIVE VENDORS, has got the necessary permissions and approvals from the concerned competent authority(s) in respect of the plans, the specifications, elevations, sections and of the said building wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS, while sanctioning the said plans, concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the DEVELOPER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority

AND WHEREAS on demand from the PROSPECTIVE PURCHASER, the PROSPECTIVE VENDORS have given inspection and copies to the PROSPECTIVE PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROSPECTIVE VENDORS Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the PROSPECTIVE PURCHASER has inspected the title deeds/documents, permissions, licenses and is satisfied with the title of the PROSPECTIVE VENDORS.

AND WHEREAS the PROSPECTIVE VENDORS has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the PROSPECTIVE PURCHASER has approached the PROSPECTIVE VENDORS and requested the latter to construct and thereafter sell to the PROSPECTIVE PURCHASER, a residential Flat / shop identified as FLAT/SHOP No.. \_\_\_\_\_, admeasuring \_\_\_\_\_ square metres of super built-up area, situated on the \_\_\_\_\_ Floor of the building named "ADITYA'S PRIDE". The said flat/SHOP is more particularly described in Schedule "II"

hereunder written and found depicted by red colour boundary lines in the plan/sketch annexed hereto, and hereinafter referred to as the "SAID FLAT/SHOP".

AND WHEREAS the PROSPECTIVE VENDORS have agreed to construct the said flat/shop for the PROSPECTIVE PURCHASER provided the PROSPECTIVE PURCHASER is prepared to pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), being the cost of the construction of the said flat/shop and the price of the corresponding undivided share in the land, subject to further terms and conditions appearing hereinafter.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS  
UNDER: -**

1. NATURE OF PREMISES:

The member no.1 of the PROSPECTIVE VENDORS , as the sole proprietor of R&A BUILDERS , has agreed to construct and sell to the PROSPECTIVE PURCHASER, the Flat/shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. meters , built up area, situated on the \_\_\_\_\_ Floor , of BUILDING \_\_\_\_\_ , block \_\_\_\_\_ of the building complex ADITYA'S PRIDE , referred to as the said flat/shop , subject to the PROSPECTIVE PURCHASER paying to the \_\_\_\_\_ PROSPECTIVE VENDORS, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the manner set out in this agreement and subject to performance of all the terms and conditions appearing in this agreement.( for the residential unit , Car parking area identified as P-\_\_\_\_ will be made available in the stilt on the ground level of the said Building, which is as shown marked in red colour lines in the PLAN-II annexed to this Deed and forming part thereof)

2. CONSIDERATION:

- A. The PROSPECTIVE PURCHASER agrees to finance the PROSPECTIVE VENDORS to the extent of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ only) being the cost of construction of the said flat/shop and the price of the undivided share in the plot.
- B. The above said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) includes the cost of the incidence of land proportionate to the built up area of the said flat/shop.
- C. On the date of execution of the present agreement the PROSPECTIVE PURCHASER has paid booking amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) vide \_\_\_\_\_



\_\_\_\_\_, receipt of the said amount the PROSPECTIVE VENDORS do hereby admit subject to realization of the said \_\_\_\_\_.

- D. The balance amount of the cost of construction of the said flat/shop and the undivided share in the said plot amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to be paid to the PROSPECTIVE VENDORS by the PROSPECTIVE PURCHASER, shall be paid as per the payment schedule no. \_\_\_ mentioned herein below.
- E. Should the PROSPECTIVE PURCHASER fail to tender the payment within the stipulated period as per the payment schedule \_\_, the PROSPECTIVE VENDORS reserves the right to terminate the Agreement after informing the PROSPECTIVE PURCHASER that the Agreement shall thenceforth stand terminated. Upon such termination, the PROSPECTIVE VENDORS shall cause the charges paid by the PROSPECTIVE PURCHASER to be returned to the PROSPECTIVE PURCHASER after causing to be deducted 25% from all moneys paid till date as forfeiture and the PROSPECTIVE VENDORS shall refund every other sum tendered as installment.

Upon such termination, it shall be open thereafter to the PROSPECTIVE VENDORS to sell / transfer / assign or deal with the said flat/shop to/with any person/persons. The refundable amount payable to the PROSPECTIVE PURCHASER by the PROSPECTIVE VENDORS subsequent to the condition of the termination as mentioned and set out hereinabove shall be refunded by the PROSPECTIVE VENDORS to the PROSPECTIVE PURCHASER within the period of Ninety days. The amount refunded shall not carry any interest.

In every case of termination/ cancellation, the PROSPECTIVE VENDORS reserves the right to sell/transfer/ open up the booking of the said flat/shop to the market. The PROSPECTIVE VENDORS shall issue to the PROSPECTIVE PURCHASER the Notice acknowledging the termination/ Cancellation which Notice shall form the Record of such Cancellation by the PROSPECTIVE PURCHASER and such notice shall release the PROSPECTIVE VENDORS of any responsibility and liability to the PROSPECTIVE PURCHASER with respect to the Agreement. Such Notice of Acknowledgement is however not to be construed as a RULE and shall not bind the PROSPECTIVE VENDORS to the PROSPECTIVE PURCHASER towards the continuance of the Agreement.

In the event that the PROSPECTIVE VENDORS opens up the said flat/shop for Sale in the market, subsequent to the termination/ Cancellation of this agreement, the PROSPECTIVE PURCHASER shall not have any rights acquired by virtue of the Agreement to claim any part of or share in the profits accrued from the sale of the said flat/shop.

- F. The Schedule of payment at \_\_\_ is the Schedule generally agreed upon by and between the parties hereto. However, if for reasons of expediency and necessity, it becomes necessary for the PROSPECTIVE VENDORS to request the PROSPECTIVE PURCHASER to tender the installment at an earlier day, the PROSPECTIVE VENDORS shall make such a representation to the PROSPECTIVE PURCHASER inviting the payment of the installment on a due date by specifying the amount and by giving the PROSPECTIVE PURCHASER a period of thirty days for making such payment.
- G. The PROSPECTIVE PURCHASER shall, in addition to the total price/ consideration and other sums payable in terms of this agreement, pay the PROSPECTIVE VENDOR NO.1 the sum of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Only ) as charges towards the installation of the electricity transformer.
- H. The PROSPECTIVE PURCHASER shall in addition to the total price/ consideration and other sums payable in terms of this agreement, pay to the PROSPECTIVE VENDOR NO.1 , Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) payable on the said flat/shop, up to the date of handing over the possession of the said flat/shop.
- I. The PROSPECTIVE PURCHASER shall, in addition to the total price/ consideration and other sums payable in terms of this agreement , pay to the PROSPECTIVE VENDOR NO.1 , Infrastructure Tax on built up area or any development or betterment charges or deposits if demanded by or to be paid to the concerned Authorities or to any other competent Authority for the purpose of sanctioning the plans or issuing the commencement certificate or occupation certificate or completion certificate and for giving water connection and Electricity connection for the SAID FLAT/SHOP , on basis of his/her area , the amount of the same to be determined by the PROSPECTIVE VENDOR NO.1 . The PROSPECTIVE PURCHASER agrees to pay the PROSPECTIVE

VENDOR NO.1 within seven days of demand, such proportionate share of the PROSPECTIVE PURCHASER of such charges or deposits.

- J. The PROSPECTIVE PURCHASER shall, in addition to the total price/ consideration and other sums payable in terms of this agreement, pay to the PROSPECTIVE VENDOR NO.1 Service tax as may be applicable for the SAID FLAT.

### 3. CONSTRUCTION SCHEDULE

a). The PROSPECTIVE VENDORS undertakes hereby to offer the delivery and possession of the said flat/shop to the PROSPECTIVE PURCHASER within the period of \_\_ months of the execution of this Agreement. The PROSPECTIVE VENDORS shall however not be bound to the delivery in the event that the normal course of construction is delayed relatively owing to short supply of construction materials such as steel, cement amongst other material, the ready availability of which is the pre-requisite for the speedy, unhindered and efficient construction of the BUILDING. The PROSPECTIVE VENDORS are absolved hereby from liability arising out of such reasonable delay which would under normal circumstances have been avoided save for the reasons specified hereinabove. The PROSPECTIVE VENDORS shall also be excluded from any responsibility for delay caused in delivery of possession owing to act of God, civil war, civil unrest, law and order situation etc. The PROSPECTIVE VENDORS shall also not be liable to any delay in making the delivery of possession arising out of any subsequent legislation, order or notification issued or promulgated and coming into effect issued by any Departments of the Government of the State of Goa or the Centre after the date of the execution of their Agreement. The PROSPECTIVE VENDORS shall also not be liable to any delay in making the delivery of possession arising out of a delay in tendering the Occupancy Certificates by any Departments of the Government or any delays in obtaining the water and electrical licences etc. The PROSPECTIVE VENDORS are not responsible in the event of delays issuing at the behest of government departments and agencies should the same delay in furnishing renewals of licences, occupancy certificates etc.

b). The PROSPECTIVE VENDORS shall under the normal circumstances construct the said flat/shop as per the specifications denominated in the Floor Plan. The finishing specifications of the PREMISE are specified in ANNEXURE \_\_\_\_\_ .

c). In the event that any alterations are made in the plans, the PROSPECTIVE VENDORS shall intimate the PROSPECTIVE PURCHASER of the same.

d). The PROSPECTIVE VENDORS shall under normal circumstances equip the PREMISE with fixtures and fittings as provided herein in ANNEXURE \_\_\_\_\_.

e). The PROSPECTIVE VENDORS shall not be responsible, if at the time of the addition of such fixtures or fittings of approximate value, the same not becoming available in the open market. In such a case, the PROSPECTIVE VENDORS reserves the right to add such fixtures and fittings as may resemble as closely as possible with the specifications in ANNEXURE \_\_\_\_\_ in quality and texture.

f). The PROSPECTIVE VENDORS may, at their option accept the request of the PROSPECTIVE PURCHASER for some alteration or modification or additional work in the flat/shop. Such request, shall however be made in writing to the PROSPECTIVE VENDORS and the PROSPECTIVE VENDORS may consider such request if at all the same is possible without compromising the layout of the PREMISE or the facade of the building or the feasibility or the quality of the construction of the PREMISE or the BUILDING in general. In the event of such changes are requested, the PROSPECTIVE VENDORS shall not be held responsible for carrying out the same.

g). The PROSPECTIVE VENDORS may if the request for alteration or modification or additional work be approved proceed with the execution of the work and the work done in the furtherance of the alteration or modification shall be treated on a basis independent from the schedules of the Agreement. The PROSPECTIVE VENDORS shall raise their bills independently for such extra work and the PROSPECTIVE PURCHASER shall tender the amount raised by the PROSPECTIVE VENDORS for such extra work within the period of ten days of the approval of the alterations or modification of the PREMISE. In the event that the PROSPECTIVE PURCHASER should fail to tender the payments for the extra work done within the stipulated period, the PROSPECTIVE PURCHASER shall be liable to tender interest @ 15% per annum from the date the payment becomes due until the payment thereof.

#### 4. DELIVERY OF POSSESSION

a. The PROSPECTIVE VENDORS shall endeavor to deliver the said shop/flat by the date as committed under the schedule in the RERA registration or the date as scheduled in terms of clause \_\_\_\_ , whichever is earlier.

b. Nothing however, shall be deemed to bind the PROSPECTIVE VENDORS to compensate the PROSPECTIVE PURCHASER if the delivery of possession is not made within the stipulated period in this Agreement in the event that the delay be caused on account of factors beyond the control of the PROSPECTIVE VENDORS.

c. The PROSPECTIVE VENDORS shall deliver the possession of the said flat/shop only after the PROSPECTIVE PURCHASER has tendered the entire consideration as well as all other sums that may become due and payable in terms of this Agreement.

d. The PROSPECTIVE VENDORS shall deliver the possession of the PREMISE once the Occupancy Certificate and other requisite licenses have been obtained in respect of the said flat/shop.

e. The PROSPECTIVE PURCHASER shall assume the delivery of possession of the said flat/shop within a period of Fifteen days from the intimation of the Notice for taking delivery of possession. The PROSPECTIVE PURCHASER shall be responsible for inspecting the PREMISE. The PROSPECTIVE PURCHASER shall not be entitled to contest the work done by the PROSPECTIVE VENDORS upon the said flat/shop once the delivery thereof is taken. The PROSPECTIVE VENDORS shall not entertain any complaints with respect to the work done in the said flat/shop once the delivery of the same is taken. The failure to take delivery of the said flat/shop shall impose the liability upon the PROSPECTIVE PURCHASER to pay the holding charges amounting to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) per day recoverable by the PROSPECTIVE VENDORS.

1. NO LIABILITY /RESPONSIBILITY OF THE PROSPECTIVE VENDORS FOR THE FORMATION OF ANY SOCIETY/ASSOCIATION OR BODY :

It is clearly understood that the PROSPECTIVE VENDORS shall not be liable/responsible for the formation of any Society/Association or Body of whatsoever nature among the purchasers of the various units in the said building.

2. MODE OF TRANSFER OF PREMISE:

a). The PROSPECTIVE VENDORS , shall , subject to the PROSPECTIVE PURCHASER paying to the \_\_\_\_\_ PROSPECTIVE VENDORS, the entire consideration sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the manner set out in this agreement and subject to performance of all the terms and conditions appearing in this agreement , transfer the said flat/shop agreed to be purchased in terms of this agreement , by means of independent Deed of conveyance.

b). The PROSPECTIVE PURCHASER shall even after the execution of the Conveyance not demand the physical partition of the undivided right/share nor claim any rights or preemption in respect of the remaining portions of the property or of the BUILDING.

c). The PROSPECTIVE VENDORS shall have first lien and paramount charge on the said flat/shop agreed to be acquired by the PROSPECTIVE PURCHASER in respect of any amount payable by the PROSPECTIVE PURCHASER under the terms and conditions of the Agreement.

d). All costs and expenses towards the preparation and registration of this agreement, as well as the final deed of Sale /conveyance including stamp duty, registration fees, etc. shall be borne exclusively by the PROSPECTIVE PURCHASER.

### 3. MAINTENANCE :

a). from the date of taking delivery of the said flat/shop the PROSPECTIVE PURCHASER shall maintain or cause to be maintained the said flat/shop in good repair. The PROSPECTIVE PURCHASER shall ensure that no works are executed within the PREMISE that will directly impact adversely the physical well-being of the BUILDING. In pursuance thereof, the PROSPECTIVE PURCHASER shall not, without the permission of the PROSPECTIVE VENDORS execute any such repairs that involve the breakage of walls, floor or / and pipes within the PREMISE. In the event of such acts without the due permission of the PROSPECTIVE VENDORS, the PROSPECTIVE PURCHASER shall be liable to pay the fine / penalty to the PROSPECTIVE VENDORS which shall be duly arrived at by the PROSPECTIVE VENDORS after conducting an estimate of the damage suffered by such acts of negligence of the PROSPECTIVE PURCHASER upon the BUILDING.

b). The PROSPECTIVE PURCHASER shall maintain the front, side and rear elevation of the BUILDING in the same form as the PROSPECTIVE VENDORS constructs it and shall not at any time alter the said elevation in any manner whatsoever, without the prior consent in writing from the PROSPECTIVE VENDORS.

c). Effective from the date of receipt by the PROSPECTIVE PURCHASER of the intimation of completion from the PROSPECTIVE VENDORS and invitation for the occupation of the said flat/shop, the PROSPECTIVE VENDORS shall cease to bear the house tax, village Panchayat taxes, water and electric charges and other levies, taxes and charges and the PROSPECTIVE PURCHASER alone shall be responsible for the same.

d). The PROSPECTIVE PURCHASER hereby covenant that from the date of taking delivery of the said flat/shop, that they will keep the said flat/shop, the walls, partitions, sewers, drains and appurtenances thereto in good and tenantable repair and condition and shall for the purpose thereof abide by all Rules, Regulations, Bye-laws and Notifications of the Panchayat and other authorities and that the PROSPECTIVE PURCHASER shall be responsible for any such violation if the same has been committed.

e). The PROSPECTIVE PURCHASERS shall not install CCTV cameras in the common spaces/passages and/or open spaces, in front of their main doors and landings of the building without taking permission in writing from the VENDORS. Even if such permission is given, the PURCHASERS shall strictly follow all laws, rules and regulations in force for the installation and use of CCTV or security cameras and obtain permissions required for the same. The Vendors shall not be liable for failure, non compliance or violation of any rule, regulation or law in regard to the installation or use of such cameras and the PURCHASERS alone shall be liable for such failure, violation and/or non compliance.

f). The PROSPECTIVE PURCHASER hereby covenant that from the date of taking delivery of the said flat/shop, he/she shall not do or cause to be done nor create any obstructions in the open passage, open spaces or any common amenities, or any hindrance to the common use and enjoyment of the common amenities to the said PLOT and the other residents in the Said building. The PROSPECTIVE PURCHASERS shall not store any goods in the parking spaces. The PROSPECTIVE

PURCHASER shall not store any household items and shoe racks in front of the main doors in the passage area and staircase.

g). The PROSPECTIVE PURCHASER hereby covenant that from the date of taking delivery of the said flat/shop he/she shall not fix grills to the door/balcony/balconies of the said flat/ shop without first approving its design from the PROSPECTIVE VENDORS , which design should be in uniformity with the grills approved by the PROSPECTIVE VENDORS for other residents.

h). The PROSPECTIVE PURCHASER hereby covenant that from the date of taking delivery of the said flat/shop , if , the PROSPECTIVE PURCHASER desires to paint the exterior of the said flat , the purchaser shall maintain the colour scheme of the building and shall not use any other shade of exterior paint.

#### 4. MAINTAINANCE OF COMMON AREAS:

In addition to all other sums payable by the prospective purchasers in terms of this agreement, the PROSPECTIVE PURCHASER shall pay to the PROSPECTIVE VENDOR no.1 , \_\_\_\_\_ a sum of Rs. \_\_\_\_\_ ( \_\_\_\_\_ ) towards maintenance costs and expenses to be incurred by the PROSPECTIVE VENDOR no.1 (for a period of 5 (five) years ) , for maintenance of common amenities available to the concerned building wherein the said premises is located, which sum shall be a common fund for the purpose of above expenses. The above said common fund shall be the fund so collected or to be collected from each and every purchaser of the built-up areas in the project "ADITYA'S PRIDE".

It is made clear that the prospective vendors shall incur such expenses from the above said common fund, for maintenance of common amenities, for a period of five years commencing from the date of obtaining the occupancy certificate from the concerned authority; until expiry of such period of five years.

However, in the event such fund so collected is exhausted or is found short prior to expiry of the above said period, the PROSPECTIVE PURCHASER shall be liable to pay additional sum to the PROSPECTIVE VENDORS as per the demand raised by the PROSPECTIVE VENDORS for the purpose of meeting out expenses towards common amenities and provisions.



5. RIGHTS OF THE PROSPECTIVE PURCHASER TO SELL INTEREST IN PREMISE.

a). The PROSPECTIVE PURCHASER shall not sell, allot, assign or otherwise transfer their interest under this agreement to any other person before the Deed of Conveyance is executed in favour of the PROSPECTIVE PURCHASER, in terms of this agreement. The PROSPECTIVE PURCHASER may however, inform the PROSPECTIVE VENDORS of their intent transfer their interest under this agreement to any other person and the PROSPECTIVE VENDORS shall then, at the option of the prospective VENDORS, proceed to execute the Agreement to Sell the PREMISE to such other person with the PROSPECTIVE PURCHASER having so endorsed the Agreement as the confirming party to the Agreement.

b). The PROSPECTIVE VENDORS is excluded from any liability to any person Should, in any event, the PROSPECTIVE PURCHASER proceed with executing any Agreement or entering into any manner of Contract or Agreement or Deed or Memorandum of Understanding with any other person not party herein, the PROSPECTIVE VENDORS shall not be responsible for the claims of such other person .

c). The PROSPECTIVE PURCHASER shall not let, sub-let or otherwise enter into any transaction for the transfer of her rights in the said flat /shop to a third party before obtaining the possession thereof unless the following conditions are fulfilled:

a. That the PROSPECTIVE PURCHASER have paid the full consideration towards the sale of the said flat/shop.

b. That the PROSPECTIVE PURCHASER have complied fully with all the conditions of the Agreement.

c. That the PROSPECTIVE PURCHASER have obtained in writing the consent of the PROSPECTIVE VENDORS.

d. That the PROSPECTIVE VENDORS has been made the Confirming Party to any such Agreement with the third party.

e. No Agreement executed by the PROSPECTIVE PURCHASER with a third party shall enforce any condition or right or liability against the Agreement or against the PROSPECTIVE VENDORS. No Agreement entered into by the PROSPECTIVE PURCHASER with a third party shall contain any clauses that operate in contradiction and in a manner that is derogatory to the enforceability and primacy of the Agreement.

6. MISCELLANEOUS

a). If at any time the Floor Area Ratio at present applicable to the land is increased, such increase shall accrue to the benefit of the

- 7. That all notices to be served on the PROSPECTIVE PURCHASER and the PROSPECTIVE VENDORS as contemplated by this Agreement shall be deemed to have been duly served if sent to the PROSPECTIVE PURCHASER or the PROSPECTIVE PURCHASER by Registered Post A.D and notified Email ID /Under Certificate of Posting at their respective addresses specified below:–

Name of PROSPECTIVE PURCHASER  
 (PROSPECTIVE PURCHASER Address)  
 Notified Email ID: .....

M/s \_\_\_\_\_  
 Name of PROSPECTIVE VENDORS  
 (PROSPECTIVE VENDORS Address)  
 Notified Email ID: .....

It shall be the duty of the PROSPECTIVE PURCHASER and the PROSPECTIVE VENDORS to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROSPECTIVE VENDORS or the PROSPECTIVE PURCHASER, as the case may be.

That in case there are Joint PROSPECTIVE PURCHASERS all communications shall be sent by the PROSPECTIVE VENDORS to the PROSPECTIVE PURCHASER whose name appears first and at the address given and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PROSPECTIVE PURCHASERS.

- 8. A copy of the plan depicting the said flat hereby sold, delineated in red colour lines is annexed hereto and the same forms an integral part of this deed.
- 9. For the purpose of stamp duty, the said flat /shop hereby agreed to be sold is valued at Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only), and accordingly stamp duty of Rs. \_\_\_\_\_ /- at the rate of \_\_\_\_\_ % is being paid herewith.

SCHEDULE-I

ALL THAT portion or plot of land admeasuring an area of 2510 sq meters, forming an distinct and independent plot of the larger property identified as fourth addition of the coconut grove “Palmar Murda o Pequeno” or “Murda o Pequeno” which fourth addition is known as “Segunda adicao Zonavor” or “Segunda adicao Zounvor” , also known as “Murda Pequeno” in the survey records, situated in ward Murda-o-Pequeno of Nuvem Village, Sub district and Taluka of Salcete, District of South Goa, within the limits of the Village Panchayat of Nuvem, neither registered in the land registration office nor in revenue office, Surveyed Under No. 130/3-D Of Village Nuvem, and which plot is bounded as follows:

ON THE EAST: By property bearing survey no.130/3-A of Nuvem Village.

ON THE WEST: By the property bearing survey no.130/2 of Nuvem Village

ON THE NORTH: By road and

ON THE SOUTH: By property bearing survey no.130/5 of Nuvem village

This property/plot is referred to as “the said plot”, in this Deed and is depicted by red colour boundary lines in the plan/sketch annexed hereto.

## SCHEDULE-II

### (THE SAID FLAT/SHOP)

All that residential flat /shop bearing No. \_\_\_\_\_ , (bearing house no. \_\_\_\_\_ in the Panchayat) having super built up area of \_\_\_\_\_ sq. meters, situated on the \_\_\_\_\_ Floor of the building named “**ADITYA’S PRIDE** ” , constructed in the property described in schedule –I hereinabove, which flat is bounded as follows:

On the East: \_\_\_\_\_ ;

On the West: \_\_\_\_\_ ,

On the North: \_\_\_\_\_ ,

On the South: \_\_\_\_\_ .

This premises is referred to as “the said flat”, in this Deed and is depicted in red colour in the plan/sketch annexed hereto.

**SCHEDULE-III**  
**payment schedule**  
**(Mode of payment of consideration amount)**

The consideration amount of Rs. \_\_\_\_\_ /-(\_\_\_\_\_ only) shall be paid by the Prospective PURCHASERS to the Prospective VENDORS in the following manner:-

The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) in the following manner:

- i. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located or on \_\_\_\_\_whichever is earlier.
- iii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located or on \_\_\_\_\_ whichever is earlier.
- iv. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- v. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- vii. Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas

appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. ..../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

## **ANNEXURE-** **BUILDING SPECIFICATIONS**

### **STRUCTURE**

Approved R.C.C. Framed Structure.

### **WALLS**

To be built in Cement blocks/ Bricks/ Laterite stone masonry in cement mortar.

### **PLASTER**

Internal Cement plaster with Neero lime finish. Externally double coat faced cement plaster.

### **PAINTING**

External wall will be painted with cement based paint. Internal walls and ceilings will be painted with oil bound distemper.

### **FLOORING & SKIRTING**

All flooring and skirting (except toilets and bathrooms) to be in vitrified tiles in plain colour series laid on cement mortar bedding.

### **DOORS**

Main door shall be of teak wood and french polished provided with peep hole, tower bolt, aldrops and door stopper. All internal doorframes shall be of well seasoned wood with commercial flush shutters. Bath w/c and balcony doors shall be of Marine ply. All doors shall have tower bolt, aldrops and door stopper. All doors shall be polished or painted in one coat primer and two coats of oil paint.

### **WINDOWS**

Windows shall be of powder coated aluminum sliding type in 3/4th series or well seasoned wood.

### **KITCHEN**

Kitchen to be provided with cooking platform of black granite with single bowl stainless steel sink with drain board. The platform backing will be finished with a dado upto a height of 50 cms in glazed tiles.

### **BATHROOM & W.C.**

The W/C and the bathroom shall consist of European commode, shower rose and washbasin. All sanitary ware shall be in white colour and the W/C and bathroom shall be provided with ceramic tiles laid in cement mortar. Dado will be full height.

### **WATERPROOFING**

All toilets, bathrooms, open terraces, balconies, sloping slabs and chajjas shall be waterproofed with Indian Standard Waterproofing method.

### **WATER SUPPLY**

Water supply shall be supplied through an underground sump and overhead tank which will service the entire complex.

### **ELECTRICAL INSTALLATIONS**

Electrical wiring shall be of concealed type with good quality copper wiring in PVC conduits. Individual electrical points shall be provided as follows.

<b><u>Living /Dining Room</u></b>	:	Three light points Two fan points Two 5 Amp plug points One bell point One telephone point One T. V. point
<b><u>Bed Rooms:</u></b>		Two light points One fan point One 5 Amp plug point
<b><u>Kitchen:</u></b>		One light point One exhaust fan point Two 15 Amp plug points One 5 Amp plug point
<b><u>Balcony:</u></b>		One light point.
<b><u>Bath &amp; W/C:</u></b>		One light point. One exhaust fan point One geyser point
<b><u>Passage:</u></b>		One light point

## **ANNEXURE-2**

### **COMMON PARTS AND COMMON PORTIONS**

- (1) Staircase on all the floors.
- (2) Staircase landings and lift landings on all floors.
- (3) Common passage and lobby on the ground floor excepting car parking area, if any.
- (4) Water pump, water tank and supply pipes.
- (5) Drainage and sewers.
- (6) Toilet, security cabin and office.
- (7) Such other equipments, installations, fixtures, fittings, and spaces in or within the Building Complex comprised within the SAID

PLOT as are specified by the OWNER /DEVELOPER expressly to be the Common Parts and Common Portions for the Building Complex but excluding the terrace, parapet walls and the stilt car parking spaces, which excluded properties shall remain the exclusive properties of the OWNER/DEVELOPER with sole and absolute right to sell transfer, let out or dispose the same.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand/hands to this Deed on the day, month and the year first herein above mentioned.