

**AGREEMENT FOR CONSTRUCTION CUM SALE**

**THIS AGREEMENT FOR CONSTRUCTION CUM SALE is made at Vasco Da Gama, Goa on this the \_\_\_\_\_ January the year 2022**

**BETWEEN**

**ANS CONSTRUCTIONS PRIVATE LIMITED**, a Private Limited Company incorporated Under the Companies Act 1956 having its registered office at E2/B1, Extension Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 Pan Card no [REDACTED] herein after represented by its Managing Director **MR. MEHINDER SHARMA** son of Late Sh. Amar Nath Sharma aged 60 years, businessman, Indian National resident of E-156, Greater Kailash Part-1, New Delhi-110048, Pan Card no [REDACTED] Aadhar Card no [REDACTED] vide resolution dated 24.7.2019 herein referred to as **THE OWNERS** which expression shall unless repugnant to the context or meaning thereof be deemed to include their respective heirs, legal representatives, administrators, executors and assigns) of **THE FIRST PART**

**SIDDHARTH CONSTRUCTIONS**, proprietorship concern of **MR. MILIND SUBHEDAR**, son of Sharad Krishnarao Subhedar, aged 44 years, businessman, PAN CARD NO. [REDACTED], Aadhar Card no [REDACTED] Indian National, residing at Housing board Colony, Baina, Vasco Da Gama, Goa herein referred to as **THE DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors in interests, administrators, executors and assigns) of **THE SECOND PART.**

**AND**

**MR.** \_\_\_\_\_, son of \_\_\_\_\_, aged \_\_\_\_\_ years, Occupation: \_\_\_\_\_, PAN NO. \_\_\_\_\_, Aadhar Card no \_\_\_\_\_ residing \_\_\_\_\_ at \_\_\_\_\_ hereinafter referred to as **‘THE PURCHASER’** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, successors and assigns) of the **THIRD PART**

All the parties hereto are Indian Nationals.

**WHEREAS** there exist a property known as **COTAMBA**, total admeasuring an area of 21050 sq mts situated in Sancoale, within the limits of Village Panchayat of Sancoale. Mormugao Taluka, South Goa District, State of Goa, not described in Land Registration office of the Judicial Division of Salcete and not enrolled in the Land Revenue Records and the property is presently surveyed under survey no 178 sub division no 1 of Sancoale Village and is bounded as under

North: by road and remaining of property survey no 178/1 of Sancoale Village

South: by the remaining of property of survey no 178/1 of Sancoale Village survey no 178/3 & 4 of Sancoale Village

East: by road and remaining of property of survey no 178/1 of Sancoale Village

West: by road and remaining of property of survey no 178/1 of Sancoale Village which is more particularly described in the Schedule I herein below written. The property described in the schedule I shall hereinafter referred to as **‘THE SAID PROPERTY.’**

**AND WHEREAS** the said property originally belonged to Comunidade of Sancoale.

**AND WHEREAS** said Deed of Conveyance dated 31/3/1971 duly registered with the office of sub registrar of Mormugao under registration no 167 at pages 335 to 358 Book I volume 9 dated 26/6/1971 Comunidade of Sancoale conveyed the said property in favour of Zuari Agro Chemicals.

**ANDWHEREAS** Zuari Agro Chemicals changed its name to Zuari Industries which was duly approved by the Registrar of Companies, Goa Daman & Diu, Panaji after having passed the necessary resolution in terms of Section 21 of the Companies Act 1956 which is further authorized and approved vide Fresh Certificate of incorporation dated 12/2/98.

**AND WHEREAS** Zuari Agro Chemicals entered into an Agreement for Development dated 10/11/2009 with M.Tech Developers Limited in respect of the Said Property and after receiving the entire price consideration by way of handing over the possession of the four flats/ apartments under 101,102,103 & 104 situated on the first floor in A4 block in the property bearing survey no 178/3 of Sancoale Village, said Zuari Agro Chemicals empowered and clothed Mr Mehinder Sharma with all the powers required to sell, transfer , assign and convey the said property vide Power of Attorney dated 10/11/2009.

**ANDWHEREAS** M.Tech Developers Limited were required to pay huge debt payable to the ANS Constructions Limited and owing to inability to pay the said debt which is duly shown in their respective books of account, M.Tech Developers Limited agreed to sell, transfer and assign the Said Property unto and favour of ANS Constructions Limited after negotiation and finalization and settling the price consideration of the said property.

**ANDWHEREAS** by an Deed of Sale dated 14/6/2013 duly registered with the sub registrar of Mormugao under registration o 1100 at pages 139 to 156 Book I Volume 1565 the Owners herein i.e. ANS Constructions Limited purchased

the said property from Zuari Industries Limited and M.Tech Developers Limited for a total consideration of Rs 2,63,12,500/-.

**AND WHEREAS** the Owners herein i.e. after obtaining permission from concerned authorities i.e. Final NOC for Sub Division from Village Panchayat of Sancoale dated 14/3/19 bearing no VP/S/ 2018-19/2386, Development Permission from Mormugao Planning & Development Authority dated 21/12/18 bearing no MPDA/7- N-198/2018-2019/1173, Sanad dated 22/11/16 bearing no AC-I/MOR/ SG/COV/71/2016/12015 from the office of Collector South Goa District, Margao, Goa sub divided the Said Property described in the Schedule I herein below written into several sub divided plots.

**ANDWHEREAS** the OWNERS have agreed by an Declaration Cum Confirmation dated 30/3/18 to sell and give for Development (Joint Venture) to the DEVELOPER herein plot identified as "A" total admeasuring an area of 1948.25 sq meters which plots are part and parcel of the property surveyed under survey no 178/1-A-L of Sancoale Village and duly approved by concerned authorities and more particularly described in the **Schedule I - A** herein below written for Development & Construction of Residential premises thereon including the premises which are reserved for the OWNERS described in schedule II herein below written i.e. in a ratio of 37.50 % to the OWNERS & balance of 62.50% to the DEVELOPER. The Owners Premises are shown in more details in **Schedule I-A** herein below written.

**AND WHEREAS** the OWNERS shall in consideration of allowing to the DEVELOPER to construct and develop residential dwelling units in the form of 1 BHK & Studio Apartments on the SAID PLOTS described in Schedule I-A in accordance with the approved drawings shall construct and deliver

free of cost to the OWNERS 37.50 % of the total constructed area of the plot described in Schedule I-A herein below written which allocation and measurement shall be shown by the DEVELOPER at the time of signing of the Agreement with the OWNERS in accordance with the architectural plan and RCC drawings as approved by the relevant authorities hereinafter referred to as **THE SAID OWNER'S PREMISES** described in more details in the **Schedule II** herein below written by this joint venture Agreement . The DEVELOPER shall deliver free of cost to the OWNERS flat described in Schedule II herein below written as per the specification mentioned in **Schedule II** as per Agreement For Sale Cum Development dated 6/9/2019 duly registered with the sub registrar of Mormugao under reg no. MOR-1-1774-2019.

AND WHEREAS the OWNER along with the DEVELOPER since has obtained NOC from Primary Health Centre Cortalim dated 13/11/2021 bearing no PHC/CORT/NOC/CONST/21-22/952, NOC from Electricity Department dated 12/11/2021 bearing no SDE-II/VSG/Tech-1/1604/21-22, Goa State Pollution Control Board dated 3/11/2021 bearing no 12/2020-PCB/480915/G0003760, Development permission bearing No. MPDA/7-S-267/2019-20/1240 dated 6/12/2019, NOC for height Clearance dated 8/3/2019 from the flag Officer Commanding and Construction License No. 30/2021-22 dated 19/11/2021 from the Village Panchayat of Sancoale to develop the SAID PLOT by constructing thereon a multistoried building consisting of flats as per the approved plans which scheme of Development is to be known as "MAGNIFICIA"

AND WHEREAS the Developer along Owners proposed to sell /allot on Ownership basis and will be entering into separate Agreement for sale /Allotment of such flats with various Purchasers/Allotters on such terms and

conditions subject to such modifications as may be desirable by the Developer and the Owners .

AND WHEREAS the Purchaser is aware of the fact that the Developer and the Owners have entered or will enter into similar and /or separate agreements with several other persons and party/ies in respect of flats/offices/shops in the said Development and /or retain for themselves or any private person any portion of the project/property.

AND WHEREAS the Purchaser demanded from Developer and Owners and the Developer and the Owners have given inspection of and furnished to the Purchaser all the documents of titles relating to the said land and the said plans, designs and specifications prepared by the Developer and the Owners Architects and the Purchaser has also acquainted himself with the same.

AND WHEREAS the Developer and the Owners herein have requested the Purchaser to carry out independent search by appointing their own/Advocate and to ask any queries, they have regarding the marketable title and nature of the title of the Developer and the Owners and the Purchaser have satisfied themselves in respect of the marketable title of the Developer cum owner herein, and therefore the Purchaser has approached the DEVELOPER and the OWNERS to construct and sell to them one of the flats, in the said scheme identified as "MAGNIFICIA" bearing Flat No. \_\_\_\_\_ having super built-up area of \_\_\_\_\_ sq mtrs both on first floor more particularly delineated in red colour boundary line in the Annexure I annexed hereto (Hereinafter referred to or called as "THE SAID FLAT") after having seen, verified and approved the specifications of the said flat which specifications are set out in Schedule V hereinafter annexed for a consideration

and other terms and conditions mutually agreed between the parties and set out hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. The FLAT PURCHASER hereby agrees to purchase from the DEVELOPER & OWNERS and the DEVELOPER & OWNERS agrees to sell to the PURCHASER the Said Flat identified as Flat No. \_\_\_\_\_ having super built-up area of \_\_\_\_\_ sq mtrs on \_\_\_\_\_ floor as per the floor layout plan which flat is marked in red in the plan at Annexure "I" which shall be constructed according to the building specifications detailed in Schedule III hereunder written, to be constructed on the SAID PLOT, at or for the price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The DEVELOPER & OWNERS shall construct the building consisting of stilt, ground & upper floors on the said property described in schedule III here under written ,in accordance with the approved development plan, as may be amended at discretion of the DEVELOPER & OWNERS, from time to time , as and when found necessary.

2. The PURCHASER has already paid towards the said price of the SAID FLAT, Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ Only) receipt whereof the DEVELOPER hereby admits and acknowledges) and balance amount in accordance with Schedule \_\_\_\_\_ written hereunder, In case of Increase /decrease in the area of the said FLAT, The PURCHASER shall be liable to pay to the DEVELOPER for the increased area at the rate agreed herein & in case of

decrease in area the DEVELOPER shall refund to the PURCHASER the proposed amount.

3. The price of the FLAT as stated in Clause (1) above does not include the amounts to be paid by the PURCHASER through the DEVELOPER & OWNERS, towards deposits for obtaining Water & Electricity connections, maintenance charges, society charges, payment of Infra-structure ,service Tax, if any & House Tax levied by local authorities upon completion of the building and any other taxes and duties levied by any statutory authority, Government, even hereafter, at the rates prevailing at the time that such payments are required to be made to the concerned authorities. These amounts shall have to be paid by the PURCHASER through the DEVELOPER & OWNERS, over & above the price of the Flat stated in Clause (1) above, as and when advised by the DEVELOPER CUM OWNER and the PURCHASER hereby agrees to pay the same.

4. The DEVELOPER & OWNER are permitted to carry out changes, variations and alterations to the said Development Plan. The PURCHASER hereby expressly gives his consent to such changes, variations and alterations, if any, and this shall be considered as the consent in writing of the PURCHASER as required by law. In case such changes to the said Development Plan are contemplated or required, then the DEVELOPER & OWNERS shall keep the Flat PURCHASER duly informed.

5. The building specifications and fittings to be provided by the DEVELOPER & OWNERS in the SAID Flat under this Agreement are set out in Schedule \_\_\_\_\_ hereunder written. However, if the PURCHASER, due to his own personal choice, requires any changes in certain specifications the DEVELOPER & OWNERS may cater to such changes subject to payment of



the additional costs for such changes. Changes to the building specifications shall be considered as extra amenities and shall be charged for over and above and the price indicated in Clause (2) of this Agreement.

The PURCHASER shall be bound to pay to the DEVELOPER & OWNERS the extra cost for the extra amenities provided at the price, which shall be quoted to the PURCHASER by the DEVELOPER, before undertaking such changes in the SAID FLAT. Until such time the said flat is completed and handed over by the DEVELOPER to the PURCHASER under this Agreement, no other Agency/Contractor shall be permitted to carry out any work in the Said FLAT on behalf of the PURCHASER, except with the written permission of the DEVELOPER which shall be given on a case-to-case basis and on certain terms and conditions, depending upon each case. The decision of the DEVELOPER in this regard, shall be final and binding upon the PURCHASER.

6. The PURCHASER agrees to pay to the DEVELOPER, interest calculated at 18% percent per annum/pro-rata, on all the amounts which remain due and payable by the PURCHASER to the DEVELOPER after the due date or payment as mentioned in Clause (2) above, from the date the said amount becomes overdue until the date the payment of such overdue amount is received by the DEVELOPER from the PURCHASER.

7. Notwithstanding the provision of payment of interest as mentioned in clause (6) above, in case the PURCHASER commits default in payment on the due date of any amount due and payable by the PURCHASER to the DEVELOPER & OWNERS under this Agreement (including their proportionate share of taxes levied upon by the concerned local authority and other taxes) and/or the PURCHASER committing breach of any of the terms and conditions herein contained, the DEVELOPER shall be entitled, at his option, to terminate this

Agreement PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the DEVELOPER unless and until the DEVELOPER & OWNERS shall have given 10 days prior notice in writing of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this Agreement, and defaults shall have been made by the PURCHASER in remedying such breach or breaches within said 10 days time of notice, PROVIDED FURTHER, that after termination of this Agreement as aforesaid, the DEVELOPER shall refund, as early as possible, to the PURCHASER, the amount, after deducting damages amounting to 5000/- from the amounts which may have been till then paid by the PURCHASER to the DEVELOPER but the DEVELOPER shall not be liable to pay to the PURCHASER any interest on the amount so refunded. Upon the termination of this Agreement by the DEVELOPER shall be at liberty to dispose and sell the Said FLAT to any other person and at such price as they may, in their absolute discretion, think fit.

8. The DEVELOPER shall have the first lien and charge on the right, title and interest of the PURCHASER in the SAID FLAT hereby agreed to be purchased by the PURCHASER for all the moneys that the PURCHASER is liable to pay to the DEVELOPER under these presents. The PURCHASER shall not let, sublet, transfer, assign or part with their interest or benefits under this Agreement until all the dues payable by the PURCHASER to the DEVELOPER under the terms of this Agreement are fully paid up.

9. Upon completion of the SAID FLAT in all respects in accordance with the terms of this Agreement and mutually agreed subsequent changes in writing, the DEVELOPER shall, by a notice in writing intimate the PURCHASER about the completion of the SAID FLAT and it being ready for use and occupation by the

PURCHASER and the various amounts payable by the PURCHASER to the DEVELOPER before taking the possession of the SAID FLAT and the PURCHASER shall be liable to pay the said amounts, as may be intimated by the above-said notice, within 7 days of the receipt of such written notice and then take the delivery of the SAID FLAT by signing the required “Deed of Handing Over”, the draft of which is seen and agreed to by the PURCHASER today.

10. On taking possession of the SAID FLAT, PURCHASER shall have no claims against the DEVELOPER in respect of any item of work in the SAID FLAT which may be alleged not to have been carried out or completed and cracks/dampness shall not be considered as defective work. Similarly, the DEVELOPER shall not be responsible for colour/size variations in painting, flooring, tiles, glazed tiles or natural stones like marble, granite and any sanitary fittings, etc.

11. The PURCHASER has agreed to join the purchasers of the other FLAT in the said building to form and register a Co-operative Housing Society to jointly own the land after the purchasers have taken possession of their respective FLAT and the proposed housing society shall be named as “MAGNIFICIA COOPERATIVE HOUSING SOCIETY LTD”. for this purpose the PURCHASER shall sign and execute the necessary forms and applications, papers and documents which are necessary for formation and registration of the proposed housing society and for becoming its member, including the bye-laws of the proposed housing society duly filled and signed and returned to the Chief Promoter within 7 days of the same so as to enable the Chief Promoter to register the proposed housing society of the purchasers of the FLAT in the said Scheme in accordance with the Co-operative Societies Act as

applicable to Goa. On such Co-operative Housing Society being registered, the rights of the PURCHASER will be recognized and regulated by the regulations framed but subject always to the terms of this agreement. The DEVELOPER shall facilitate and extend co-operation to the PURCHASERS in forming such a Co-Operative Housing Society but shall not incur any liability towards the PURCHASER herein as well as all other purchasers in the Scheme whatsoever if such a Co-operative Housing Society is not formed for reasons beyond their control. However it is understood between the parties that formation of the Co-operative Housing Society is not the obligation of the developer.

12. No objection shall be taken by the PURCHASER if any changes or modifications are made in the approved bye-laws of the proposed housing society, as may be required by the Registrar of Co-operative Societies or any other competent authority.

13. Commencing a week after notice in writing is given by the DEVELOPER to the PURCHASER that the said FLAT is ready for use and occupation, the PURCHASER shall be liable to bear and pay as from that date, the proportionate share (i.e. in proportion to the area of the said FLAT ) of all outgoings in respect of the SAID BUILDING, namely, Society Charges, local taxes, betterment charges, water charges, insurance, maintenance charges, common lights, salaries of watchman, sweepers and all other charges which are necessary and incidental to the management and maintenance of the said land and the Scheme. Until the said Housing Society is formed, the PURCHASER shall pay to the DEVELOPER such proportionate share of outgoings as may be determined. The PURCHASER further agrees that till his share is determined, he shall pay to the DEVELOPER provisional monthly contribution towards the out-goings which shall be intimated by the DEVELOPER. The amount so paid

by the PURCHASER to the DEVELOPER shall not carry any interest and will be used by the DEVELOPER to meet the above outgoings until the said housing society is registered and becomes functional. The PURCHASER agrees to pay such provisional monthly contribution and such proportionate share of outgoings in advance for a period of six months.

14. Upon completion of work specified in stage of the Schedule of Payment (Schedule II) hereunder written, the PURCHASER shall deposit with the DEVELOPER towards (1) share money, application and entrance fee of the society (2) proportionate share of taxes and other charges for six months, (3) deposit towards electricity charges and (4) deposit towards water meter, such amount to be intimated to the PURCHASER by the DEVELOPER in writing.

15. In the event the ENTITY is not to be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY the DEVELOPER & OWNERS shall get executed the Conveyance of the undivided portions of the SAID PROPERTY in the names of all the PURCHASER in proportion to the built up area owned by each of them and the area appurtenant and allotted to each of the FLAT Purchaser in the SAID SCHEME.

16. If at any time prior to and even after the execution of the Deed of Conveyance, OF THE SAID PORPERTY TO THE CO-OPRETIVE HOUSING SOCIETY if any formed by the PURCHASER or the individual purchaser, the floor area ratio at present applicable to the said property increased; such increase shall accrue to the benefit of the DEVELOPER & OWNERS without any rebate to the PURCHASER. In the event of such increase in floor area ratio, the DEVELOPER shall be entitled to construct additional floors and sell the premises therein to persons/ buyers of the DEVELOPER & OWNERS choice

without reference to the PURCHASER and/ or to the housing society. The PURCHASER agrees and undertakes to admit the buyers of the premises in such additional floors as members of the society formed by the flat purchasers of FLAT. The DEVELOPER & OWNERS reserves the right to alter/ change the open space, position of the buildings for consumption of full F.A.R. available

17. All the costs, such as stamp duty, registration fee and any other statutory dues pertaining to the conveyance and transfer of the SAID PROPERTY to the Co-op. Housing Society to be formed later, shall be borne by the PURCHASER jointly with the other purchasers of FLAT in the said Scheme, according to the rates prevailing at the time the conveyance is sought to be made. However, in the case of conveyance of the SAID FLAT directly to the PURCHASER in the absence of a Society, all costs of conveyance, described above, only in respect of the SAID FLAT and the proportionate land shall be paid by the PURCHASER alone, at the rates prevailing at the time of conveyance.

18. The Deed of Conveyance shall be drawn up by the Advocate of the DEVELOPER but the cost of the same shall be borne by the PURCHASER jointly along with the other Purchasers of flats/offices in the Scheme.

19. The PURCHASER, for himself and with the intention to bind all persons into whosoever hands the said FLAT may come, both hereby covenant with the DEVELOPER & OWNERS as follows:

a) That he will never ask for partition of the proportionate undivided right to the SAID PROPERTY.

b) To maintain the SAID FLAT at his own cost in good tenable repair/condition from the date possession of the SAID FLAT is taken and shall not do or suffer to be done, anything in or to the land on which the SAID FLAT situated, or in any way change/alter or make addition in or to the SAID FLAT itself or any part thereof which may be against the rules, regulations or bye-laws of concerned local or any other authority.

c) Not to store in the SAID FLAT, any goods which are of hazardous, combustible or dangerous nature, or such other goods the storing of which is objected to by the concerned local or other authority, or so heavy so as to damage the construction or structure of the SAID FLAT and which may damage any other PREMISES. In this behalf, the PURCHASER shall be liable for repairing the damage caused and/or for any other consequences of the breach.

d) To carry out at the PURCHASER'S own cost, all internal minor repairs in the SAID FLAT and maintain the SAID FLAT in the same condition, state and order in which it was delivered by DEVELOPER & OWNERS to the PURCHASER and shall not do or suffer to be done, anything or to the SAID FLAT itself which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

e) Not to demolish or cause to be demolished, the SAID FLAT or any part thereof, and/or at any time, make or cause to be made any addition or alteration of whatever nature in, on or to the SAID FLAT or any part thereof which may

be against the rules and/or which may affect the structural stability / strength of the building or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID FLAT is situated and shall keep the sewers, drains, pipes in the SAID FLAT and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect the other parts of the building in which the SAID FLAT is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the SAID FLAT without the prior written permission of the DEVELOPER and/or the proposed housing Society, after the building is conveyed to the said Society.

f) Not to do or permit to be done, any act or thing which may render void or avoidable, any insurance of the said land and the Scheme in which the SAID FLAT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID FLAT in the common areas or any portion of the said land

h) To bear and pay increase in local taxes, House Tax, electricity & water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of use of the SAID FLAT by the PURCHASER, subject always to the approval of the said Society.

i) The PURCHASER shall not let, sublet, transfer, assign or part with his interest or benefits under this Agreement or part with possession of the Said



Flat until all the dues payable by the PURCHASER to the DEVELOPER under this Agreement are fully paid up and only if the PURCHASER has not been guilty of breach or non observance of any of the terms and conditions of this Agreement and until the PURCHASER has intimated in writing to the DEVELOPER and obtained the No Objection of the DEVELOPER in writing.

j) The PURCHASER shall observe and perform all the rules and regulations which the said Society may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and maintenance and for the observance and the performance of the society rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the Said FLAT and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a conveyance as mentioned hereinbefore is executed the PURCHASER shall permit the DEVELOPER and its Surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said land or any part thereof to view and examine the state and condition thereof.

l) The open spaces and the unsold flats and other structure shall remain the property of the DEVELOPER & OWNERS until the same are transferred to the purchasers / Society.

m) To always and at all times, keep open and not to obstruct the free use and enjoyment of the open, staircase, parking spaces by the purchasers in the said complex.

n) The PURCHASER shall use the SAID FLAT only for the purpose which is permissible by prevailing laws as may be applicable. It is hereby expressly agreed by the DEVELOPER, OWNERS & PURCHASER that the same shall not in any case, under any circumstances of whatsoever nature, be used for running wholesale/ retail business of liquor or for running liquor / wine / bar/ restaurant / manufacturing process / gambling or any other nuisance creating activity.

o) The PURCHASER shall not paint the exterior of the SAID FLAT or any part of the same which is visible from the outside with any other colour than that which is approved by the DEVELOPER & OWNERS till the Society is formed and later by the Society, so as to maintain uniformity in colour.

p) That the FLAT PURCHASER shall not assign and transfer his right, title and interest to the present agreement to any other person/ institution without the written permission of the DEVELOPER & OWNERS.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said undivided share in the SAID PROPERTY or any part thereof. The PURCHASER shall have no claim save and except in respect of the SAID FLAT hereby agreed to be purchased by him and all open spaces allotted to him and the rest will remain the property of the DEVELOPER & OWNERS until the SAID PROPERTY and building is transferred to the society as hereinbefore mentioned.

21. All notices to be served on the PURCHASER as contemplated by this Agreement shall be deemed to be served on the PURCHASER if sent to the PURCHASER by registered post to the PURCHASER'S address specified below

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(Change of address, if any, to be intimated to the DEVELOPER & OWNERS)

22. All the questions and matters in difference or dispute between the parties hereto arising under, out of or relating to or in connection with the present Agreement or interpretation of any clause thereof and the subject matter thereof or as to the rights, duties or liabilities of either of the parties in connection therewith, shall be referred to Sole Arbitration of person mutually agreed to by the parties and failing such mutual agreement within 30 days of one party serving notice on the other party, to agree to person named as Sole Arbitrator by the High Court of Bombay. Such Arbitration shall be held in Goa and shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 or any other statutory modification or enactment thereof.

23. The SAID FLAT is under construction and possession of the same is not given, as on the date of this Agreement. The possession of the said flat shall be handed over on 31<sup>st</sup> Oct 2025.

24. The FLAT PURCHASER shall not enclose the balconies provided to his FLAT and or change the elevation of the flat in any manner whatsoever.

25. In the event the purchaser cancels this agreement without sufficient cause, the developer cum owner shall be entitled to levy a penalty of 5% of the total consideration amount to be paid by the purchaser to the developer as on the date of cancellation of agreement.

26. This Agreement for Construction Cum Sale shall supersede all other documents, brochures and the purchaser shall strictly bind by the clauses of this agreement and not any other document, agreement & Brochures with regards to amenities & specifications other than that mentioned in this agreement.

### **SCHEDULE I**

All that property known as **COTAMBA**, total admeasuring an area of 21050sq mts situated in Sancoale, within the limits of Village Panchayat of Sancoale. Mormugao Taluka, South Goa District, State of Goa, not described in Land Registration office of the Judicial Division of Salcete and not enrolled in the Land Revenue Records and the property is presently surveyed under survey no 178 sub division no 1 of Sancoale Village and is bounded as under

North: by road and remaining of property survey no 178/1 of Sancoale Village

South: by the remaining of property of survey no 178/1 of Sancoale Village survey no 178/3 & 4 of Sancoale Village

East: by road and remaining of property of survey no 178/1 of Sancoale Village

West: by road and remaining of property of survey no 178/1 of Sancoale Village

**SCHEDULE I-A**  
**(Description of Plot A)**

All that plot no 'A' admeasuring an area of 1948.25 sq meters sq meters, which plot ' A' is part and parcel of the property described in schedule hereinabove written and surveyed under survey no 178/1-A- L and are bounded as under:-

North:- by plot no 13 of the same property

South:- by National Highway

East:- by 6 meters wide road

West:- by proposed Gutter

**Total Area of the Said Plot is 1948.25 sq meters**

**SCHEDULE II**

<b>FLOOR</b>	<b>FLAT NO</b>	<b>FLAT NO (AS PER APPROVED PLANS)</b>	<b>SUPER BUILT UP AREA</b>
<b>First Floor</b>	<b>A1-D</b>	<b>A1-104</b>	<b>60.79 Sq meters</b>
<b>First Floor</b>	<b>A1-E</b>	<b>A1-105</b>	<b>61.96 Sq meters</b>
<b>First Floor</b>	<b>B1-A</b>	<b>B1-101</b>	<b>59.44 sq meters</b>
<b>First Floor</b>	<b>B1-B</b>	<b>B1-102</b>	<b>58.28 sq meters</b>
<b>First Floor</b>	<b>B1-E</b>	<b>B1-105</b>	<b>35.18 sq meters</b>
<b>Second Floor</b>	<b>A1-A</b>	<b>A1-201</b>	<b>65.65 sq meters</b>
<b>Second Floor</b>	<b>A1-B</b>	<b>A1-202</b>	<b>37.5 sq meters</b>
<b>Second Floor</b>	<b>A1-C</b>	<b>A1-203</b>	<b>62.82 sq meters</b>
<b>Second Floor</b>	<b>B1-F</b>	<b>B1-206</b>	<b>61.61 sq meters</b>

<b>Second Floor</b>	<b>B1-G</b>	<b>B1-207</b>	<b>61.47 sq meters</b>
<b>Third Floor</b>	<b>A1-D</b>	<b>A1-304</b>	<b>60.79 sq meters</b>
<b>Third Floor</b>	<b>A1-E</b>	<b>A1-205</b>	<b>61.96 sq meters</b>
<b>Third Floor</b>	<b>B1-A</b>	<b>B1-301</b>	<b>59.44 sq meters</b>
<b>Third Floor</b>	<b>B1-B</b>	<b>B1-302</b>	<b>58.28 sq meters</b>
<b>Third Floor</b>	<b>B1-E</b>	<b>B1-305</b>	<b>35.18 sq meters</b>
<b>Fourth Floor</b>	<b>A1-A</b>	<b>A1-401</b>	<b>63.67 sq meters</b>
<b>Fourth Floor</b>	<b>A1-B</b>	<b>A1-402</b>	<b>37.5 sq meters</b>
<b>Fourth Floor</b>	<b>A1-C</b>	<b>A1-403</b>	<b>60.79 sq meters</b>
<b>Fourth Floor</b>	<b>B1-F</b>	<b>B1-406</b>	<b>58.71 sq meters</b>
<b>Fourth Floor</b>	<b>B1-G</b>	<b>B1-407</b>	<b>59.06 sq meters</b>

### **SCHEDULE III**

#### **PAYMENT MODE**

Sr No	Description	Percentage on Consideration Amt
1	Booking Amount	20 %
2	Plinth	20 %
3	1 <sup>st</sup> Slab	10%
4	2 <sup>nd</sup> Slab	10%
5	3 <sup>rd</sup> Slab	10%

6	4 <sup>th</sup> Slab	10%
7	Masonry, Internal & External Works	5%
8	Plastering – Internal & External	5%
9	Tiling, Electrical & Plumbing	5%
10	Occupancy	5%

### **SCHEDULE IV**

#### **DEVELOPERS BUILDING SPECIFICATION AND AMENITIES**

**1. STRUCTURE:** The building shall have R.C.C. framed structure, as approved by the concerned authorities. The external walls shall be constructed in 20 cm thick masonry.

**2. PLASTER:** The internal plaster shall be in one coat of cement mortar 1:4. The external plaster in two coat of cement mortar 1:5

**3. FLOORING:** The flooring for bedroom, kitchen and hall shall be of vitrified tiles. The toilets and WC walls shall have light colored ceramic/glazed tiles up to 2mtrs height and floor of toilet and WC shall also be of ceramic tiles. Size of tiles to be decided by the DEVELOPER at the relevant time.

**4. KITCHEN:** The kitchen shall be provided with granite platform supported on kadappa supports with single bowl steel sink not exceeding 8 feet and ceramic tiles up to a height of 60 cm shall be provided over the platform.

**5. WINDOWS:** Windows shall be of 2 track (as per size of window opening) powder coated alurninum frame with sliding shutters and 4 mm thick glass

panels with rubber beading. Ventilators in toilet/ bath shall also be in similar frame with fixed glass panel immediately above sill and movable glass lovers above.

**6. DOORS:** Main door to the flat leaving area shall be of teak wood and finished in French polish. All door frames of bedroom and balconies shall be of sal wood or equivalent 4 X 2 ½ size bedrooms and balcony shutter shall be of 30mm thick good quality flush door painted with white oil paint. Bathroom door shall be of FRP.

**7. STAIRCASE:** Staircase shall be of hand railing MS Steel.

**ELECTRICAL:** There shall be modular type switches and sockets (Legrand or equivalent) in the apartment, with copper wiring (Polycab or equivalent). Individual electrical meters (supplied by the Electricity Dept.) and electrical points for each apartment shall be provided as per list below. Points listed are provided as per the developer's plans. Re-positioning as per the ALLOTTEE's requirements may entail separate costs.

a) Living cum Dining: 4 nos light points, 2 nos fan 5-amp points, 1 no bell point, 1 no T.V. point.

b) Kitchen: 1 no light point, 1 no ceiling or exhaust fan point, 2 nos 5- amp point, 1 no 15-amp point.

c) Bedroom: 2 nos light point, 1 no fan point, 2 no 5-amp point, 1 no A/C point.

d) Toilet/Bath: 2 no light point, 1 no 15-amp point

e) Balcony (Each): 1 no light point

f) External staircase: 1 no light point on each landing

(Fittings such as tube lights, fans, etc. shall NOT be provided by the PROMOTER)



**8. WATER SUPPLY :** Water supply shall be supplied by Public Work Department, Government of Goa through a common meter to every FLAT through a common overhead tank. There shall be an underground sump and one electrical pump to be maintained by the society.

**9. PAINTING :** All external surface of the building shall be finished with anti-fungal/ cement based exterior paint. Internal walls of the common staircase shall be provided with oil bound distemper. Internal walls of all the rooms shall be finished with one coat of cement primer and lambi. Final painting of all wall surfaces in two coats of pastel colour acrylic distemper. The ceiling of all rooms shall be finished in white acrylic distemper/oil bound distemper.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of two witnesses on the day, year and place first hereinabove written.

**SIGNED & DELIVERED BY THE WITHINNAMED**

**THE OWNERS**

**ANS CONSTRUCTIONS PRIVATE LIMITED**

**Represented by its Deputy General Manager**

**MR. GURUNATH DHAKU NAIK**

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SIGNED & DELIVERED BY THE WITHIN NAMED

**THE DEVELOPER**

**SIDDHARTH CONSTRUCTIONS**

**Represented by its sole proprietor**

**MR. MILIND SUBHEDAR**

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SIGNED BY THE WITHIN NAMED

**THE PURCHASER**

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**WITNESSES:-**

1. \_\_\_\_\_

2. \_\_\_\_\_