

**AGREEMENT FOR CONSTRUCTION AND SALE WITHOUT POSSESSION**

This **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Ponda, Taluka and Sub-District of Ponda, District of South-Goa, State of Goa, on this \_\_\_\_ day of the month \_\_\_\_\_. Two Thousands and Nineteen (\_\_\_\_/\_\_\_\_/2019) BY and BETWEEN:

**M/S RUDHRA DEVELOPERS**, a partnership firm, duly registered under the Indian Partnership Act, 1932 with Registrar of Firms with its registered office at Ashwek Residency, Shop No. G-3, St. Cruz, Ponda, Goa, 403406, represented Herein by its partners:

(i) **MR. VISHANT GANAPAT NAIK**, son of Shri. Ganapat Naik, aged 44 years, Married, businessman, holding Income Tax Card bearing No. ADDPNI874F, Indian National, resident of H. No. 363, Opp. Viraj Wood Industry, Perigol, Kavlem, Ponda-Goa.

(ii) **MR. SHAKIB G. SHAIKH**, son of Mr. Gaffar Shaikh, aged 44 years, Married, businessman, holding Income Tax Card bearing No. AUXPS2457G, Resident of House No. 233, Patantali, Kavlem, Ponda, Goa. Indian National,

(iii) **SMT. SABIA MOHAMMED JAMAN SHAIK** major in age businessman having PAN card no. CBAPS9675Q resident of H. No. 24 Muslimwada Sanguem, Goa hereinafter referred to as the party of third part and represented by Mr. Sakib G. Shaikh Power of attorney holder vide Power of attorney, Notarized copy dated 8<sup>th</sup> March 2019 at Ponda. Hereinafter referred to as “**DEVELOPER**” (which expression shall unless repugnant to the context of meaning thereof shall mean and include its heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

**AND**

**1. MR. SHAIKH HASSAN** alias **XEC HASSAN MAMOD**, son of Shaikh Babar, major, **70** years of age, married, businessman, Indian National, holding Aadhar card No. 4413 7664 6592 and Permanent Account No. AYHPS0201N and his wife,

**2. MRS. NASIMA BI**, daughter of Hyder Shaikh, major, 60 years of age, married, housewife, Indian National, holding Aadhar card No. 5094 4641 8301 and Permanent Account No. AYHPS0203Q, both residing at H. No. 8/1/3, Near Ponda Municipality, Sadar, Ponda-Goa, hereinafter jointly referred to as “**THE OWNERS**” (Which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, administrators, executors, and assigns) of the **SECONDPART**.

**AND**

1. Mr./Mrs. \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_, Aged \_\_\_\_\_ years, occupation \_\_\_\_\_-, holding PAN Card bearing No. \_\_\_\_\_, marital status \_\_\_\_\_ r/o

2. Mr. / Mrs. \_\_\_\_\_, son / daughter / wife of \_\_\_\_\_,

Aged \_\_\_\_\_ years, occupation \_\_\_\_\_, holding PAN Card bearing No. \_\_\_\_\_, r/o \_\_\_\_\_, Indian National / s, hereinafter referred

to as the “**PROSPECTIVE PURCHASER/S**”, (which expression unless repugnant to the context and meaning thereof shall mean and include his / her /their heirs, legal representative, executors, administrators and assigns) of the **THIRD PART**

## **INTERPRETATION**

Unless the context or meaning thereof otherwise requires,

- (a) Any reference in this Agreement to any rule, regulation, directive or Document shall be construed as including a reference to that rule, Regulation, directive or document as from time to time amended, Modified, extended or re-enacted whether before or after the date of this Agreement.

- (b) Clause and paragraph headings are inserted for case of reference only and shall not affect the interpretation of this Agreement. References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.
- (c) The words “hereof,” “herein” and “hereunder” and words of similar import When used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (d) The words “include” and “including” shall be deemed to be followed by “without limitation” or “but no limited to” whether or not the are followed by such phrases of words of like import.
- (e) The words denoting the singular shall include the plural and vice versa, The words denoting any gender shall include any other gender, as the Context may require.

**AND WHEREAS** the LAND OWNERS / CONSENTING PARTY are the absolute Owners in possession of the plot known as “**BORODO KOTACODIL alias KOTEACODILMOL BOROD**” situated at village Curti within the area and jurisdiction of the gram Panchayat of Curti Khandepar of the Taluka and Sub district of Ponda of the North Goa district of the state of Goa and which property is wholly registered in the land Registration Office of Ilhas Goa under No. 1318 of book B 15 (old) and enrolled in the matríz records under No. 716 and surveyed under No. 67/0 (part) of village Curti and which property as a whole is bounded as under:-

East: - With the survey No. 66, 68 and 63

West: - With the nalla after lies the boundary of Ponda Town,

North: - With the survey No. 68,

South: - With the Ponda Bethora Road.

**AND WHEREAS** owner No. 1 and his brother Shaikh Yassin became the owners of the said property by virtue of deed of sale dtd.15<sup>th</sup> July 1946 duly registered in the book of notary of Ponda Court Shri. Lobo under Book No.269 at folios 16 reverses.

**AND WHEREAS** owner No.1 and Shri. Sheikh Yassin developed the said land into various plots with roads, gutters, provision for electricity and water connection etc.

**AND WHEREAS** said property for the purpose of development is also converted from agricultural to residential purposes in terms of sanad dtd. 16/10/2002 under No. Conv/2460 dtd.16/10/2002 issued by office of the Office of the Dy. Collector Ponda.

**AND WHEREAS**, the sub division of the said property has been duly approved by the village Panchayat of Curti Khandepar in terms of final NOC dtd.18/12/2002 which NOC has been granted upon approval of the said sub division by town and country planning department in terms of NOC dtd.28/10/2002.

**AND WHEREAS** the entire property which has been sub divided into twenty nine plots with due access road and open space can be seen in the sub division plan which was revised subsequently and approved by the office of town planner on 25/03/2004 and NOC for the same has been issued by the village Panchayat of Curti Khandepar on 12/04/2004.

**AND WHEREAS** by virtue of deed of partition dtd. 28/06/2004 registered under No. 1126 at pages 85 to 98 (A) in book No.1, volume No. 760 dtd. 8/07/2004 in the office of Sub- registrar of Ponda, executed between owners, Shri. Shaik Yassin and his wife Hanifanbi and the developers Mr. Mangesh B. Kundaikar and Mr. Mulla Afzal, the owners have become the absolute owners or otherwise well and sufficiently entitled to plots No. 6, 7, 8, 9, 10,11, 12, 13, 14, & 15 of the said property. Out of which plot no.11 has been sold by the owners to Mr. Sudhakar Ramchandra Naik.

**AND WHEREAS** owners decided to develop plots namely plot Nos.10, 12 to 15 by erecting a building therein meant for commercial and residential purposes after complying with the due formalities of law.

**AND WHEREAS**, since the plot no.11 was also formerly part of the same property, now sold to Mr. Sudhakar Ramchandra Naik and since he also wanted to develop the said plot no.11, it was decided by the owners and said Sudhakar Ramchandra Naik to

amalgamate plot no.10 to 15 into one property with a view to take a common construction license and to save the setbacks which otherwise the parties would have to leave if separate licenses were asked for and accordingly the said plots were amalgamated into one property for the purpose of obtaining construction license only.

**AND WHEREAS** on obtaining the necessary construction license the respective construction activity was being carried on by the parties i.e. by the owners in the plot Nos.10, 12, to 15 at their own cost and expenses and by said Sudhakar Ramchandra Naik in the plot no.11 at his own cost and expenses and having completed the same, due occupancy certificate has been obtained by the said Sudhakar Ramchandra Naik separately in respect of his plot no.11 and the owners in respect of their construction in the remaining plots. However part of the construction under the said construction license remained to be carried out due to the financial constraint.

**AND WHEREAS** there arose some dispute between the owners and Mr. Sudhakar Ramchandra Naik and the further construction by the owners came to halt. Therefore a civil suit was filed against Mr. Sudhakar R. Naik being R.C.S. No. 25/2014/C in the Civil Court at Ponda.

**AND WHEREAS** said suit has been decreed in terms of consent decree dtd. 28/01/2015, in the said consent terms Mr. Sudhakar R. Naik has consented for undertaking construction in the amalgamated plots by the owners beyond the land allotted to Mr. Sudhakar R. Naik under the said consent terms.

**AND WHEREAS** Developer has requested the Owner to allow it to develop the remaining land under the revised construction license and the revised construction plan issued by the village panchayat of Curti-Khandepar being the construction license No..... and approved revised construction plan under order No. TPP/561/Curti/67/2018/2137.

**AND WHEREAS** owners have agreed to authorize the Developer to develop the said land described in the Schedule-B hereunder written, by constructing new building thereon on Flat Ownership basis and the Owner is agreeable to directly convey the said

land with the new building thereon and other structures to any Maintenance Co-operative Housing Society or other body that will be formed by the Purchasers of flats and other premises in such building, on the following terms and conditions agreed to between the parties vide agreement for development cum sale dated 08/01/2019 vide registration no. PON-1-15-2019 dated 09/01/2019. Document serial no. 2019-PON-17 hereto:

(i) Development Permission dated 02/11/2018 under Ref. No. TPP/561/Curti/67/2018/2137 From Office of Town Planner, Town and Country Planning Department Ponda Taluka Office, Ponda Goa.

(ii) Conversion Sanad dated 16/10/2002 under Ref. No. 6/11/2002-CONV/2460

(iii) Construction License dated 30/11/2018 under No. 27/2018-2019.

(iv) NOC from Primary Health Centre Ponda Goa no. PHC/PON/NOC/18-19/1187 dated 15/11/2018.

**AND WHEREAS** the DEVELOPER approached the LAND OWNERS /CONSENTING PARTY, Offering to develop the SAID PROPERTY and expressed unto the LAND OWNERS / CONSENTING PARTY that the DEVELOPER with to develop the SAID PROPERTY at its own cost and expense By constructing the residential building as per the plan, license and permission approved and granted by the concerned.

**ANS WHEREAS** vide Agreement for Construction, Development and Sale dated 08/01/2019, Duly registered in the Office of Sub Registrar of Ponda under No. PON-1-15-2019, dated 09/01/2019, the LAND OWNERS / CONSENTING PARTY herein have permitted the DEVELOPER to develop the SAID PROPERTY by constructing thereon the building as approved to be named “RUDHRA DEVELOPERS GOLDEN PLAZA BUILDING II”, in consideration of the DEVELOPER constructing for the LAND OWNERS / CONSENTING PARTY, at its own cost and expense.

This building complex named “RUDHRA DEVELOPERS GOLDEN PLAZA BUILDING II” is hereinafter referred to as “SAID COMPLEX”.

**AND WHEREAS** the PROSPECTIVE PURCHASER / S, after perusing the title document of the SAID PLOT, the approved plans, license and other permission and having scrutinized the same from his/ her / their Lawyer, is / are being satisfied with the clean, clear, marketable and subsisting title of the LAND OWNERS / CONSENTING PARTY in respect of the SAID PROPERTY and the rights of the DEVELOPER to develop the same by constructing SAID COMPLEX, the PROSPECTIVE PURCHASER/S has / have expressed his / her / their willingness To purchase the Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. metres of Super Built – up area corresponding to ----- sq.mts of carpet situated on the ----- level of the said complex.

**AND WHEREAS** at the request of the PROSPECTIVE PURCHASER/S, the DEVELOPER, on the terms and conditions detailed out herein later, has agreed to construct and sell unto the PROSPECTIVE PURCHASER/S, one of such premises in the said complex, namely Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. meters of Super Built – up area, corresponding to ----- sq.mts of carpet situated on the ----- level of the said complex, hereinafter referred to as “SAID PREMISES” and is clearly described in SCHEDULE-C hereunder written for the total consideration of Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only) and further at the request of the PROSPECTIVE PURCHASER/S and DEVELOPER, the LAND OWNERS / CONSENTING PARTY, subject to the DEVELOPER duly and timely complying with all its obligations arising from Agreement for Construction and Development and Sale dated 08/01/2019, have agreed to transfer the undivided Proportionate share in the land appurtenant thereto corresponding to the said premises.

**AND WHEREAS** the parties hereto have decided to reduce the above understanding into writing on the following terms and conditions.

**NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION AND SALE  
WITNESSETH AS UNDER:-**

**1. CONSIDERATION:**

a) That the DEVELOPER shall under normal conditions and subject to the timely payments to be made by the PROSPECTIVE PURCHASER/S as enumerated in SCHEDULE-D hereunder, construct and sell the said premises, as per the plans and specifications as described in SCHEDULE-E and as approved by the PROSPECTIVE PURCHASER/S, with such variations and alterations, as the DEVELOPER may consider necessary or as may be required by the Architect of the DEVELOPER or by any authority, to be made in them or in any of them, with the consent of the LAND OWNERS / CONSENTING PARTY, The PROSPECTIVE PURCHASER/S hereby expressly consent /s to all such variations and alterations to the same and the DEVELOPER shall not have to take any further permission from the PROSPECTIVE PURCHASER/S for the same.

It is clearly understood and agreed by and between the parties to these present that in the event of the super built-up area mentioned above is increased or decreased, the price mentioned therein will be proportionately amended. The details of the super built-up and corresponding carpet area of the said flat and the cost are given in SCHEDULE-F hereunder written.

b) The DEVELOPER does hereby agrees to sell the Said Premises together with the corresponding undivided rights in the Said Property, to the PROSPECTIVE PURCHASER/S, on completion of the construction of the Said Premises, in all respects, for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and the PROSPECTIVE PURCHASER/S hereby agree/s to pay the Said consideration in the manner stipulated in the SCHEDULE-D hereafter appearing as and when they become due and payable, the time for payment of each of such installment as specified in the SCHEDULE-D being the essence of contract. All payments shall be made by local cheques or DD payable at Ponda.

All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated



damages due to the PROSPECTIVE PURCHASER/S will also be paid by the DEVELOPER in Indian Rupees only.

**2. ADDITIONAL AMENTIES /ADDITIONAL FAR:**

a) In case the PROSPECTIVE PURCHASER/S desire/s amenities and / or use of material/s other than those specified in SCHEDULE-E and / or the PROSPECTIVE PURCHASER/S desire/s any changes, all of which are within the rules and regulations of such competent authorities, the DEVELOPER shall entrust the execution of such amenities of providing of materials or changes desired by the PROSPECTIVE PURCHASER/S to the competent contractor, if the same entails any additional expenditure the entire additional expenditure shall be paid by the PROSPECTIVE PURCHASER/S to the said contractor before the said change of work of providing of different amenities and/or material is taken up for execution. However it is made absolutely clear that the DEVELOPER has absolute discretion not to entertain the request for change/changes in the plan /amenities as desired by the PROSPECTIVE PURCHASER/S.

b) The PROSPECTIVE PURCHASER/S agree/s that the DEVELOPER shall be entitled to make such variations in the plan and specifications as shall be required to be carried out by the Town and Country Planning Authority or Municipality and as may be necessary by the exigencies from time to time.

If any time hereinafter in the said building scheme the floor area ratio presently applicable to the said property is increased or any unused FAR can be used, such increase of unused FAR shall be for the benefit of the LAND OWNERS / CONSENTING PARTY alone, without any rebate to the PURCHASER/S, with right to the LAND OWNERS / CONSENTING PARTY to use the such additional permissible FAR or unused FAR by constructing additional floor or construction in the SAID PROPERTY and the PURCHASER/S shall have no objection to such additional floor or construction and hereby communicates his/her/their no objection for such additional construction which might become possible due to increase in the FAR of the Said Property to third party along with proportionate undivided share in the land appurtenant thereto. It is clearly understood herein that what is agreed to be sold by this agreement is

the Said Premises and its undivided proportionate share in the land appurtenant thereto corresponding to the built up area of the said premises and not the FAR/FSI of the said undivided proportionate share in the land.

c) The PROSPECTIVE PURCHASER/S shall not be entitled to object or obstruct in any manner in case the DEVELOPER in consultation of the LAND OWNERS / CONSENTING PARTY decide to change the plans as approved in case the construction of the said premises is not substantially affected.

3. **TIME FRAME / PENALTIES:**

a) The DEVELOPER shall deliver the said premises for use and occupation of the PROSPECTIVE PURCHASER/S within\_\_\_\_\_ Months from the date of this agreement, completed in all respects, provided all the amounts due and payable by the PROSPECTIVE PURCHASER/S under this agreement are timely and duly paid to DEVELOPER. The DEVELOPER shall by a notice in writing, intimate the completion of the said premises to the PROSPECTIVE PURCHASER/S (in case of more than one purchaser to the person whose name appears first in the name clause of the present agreement) and the PROSPECTIVE PURCHASER/S within seven days of the receipt of the said notice take delivery of the said premises, failing which the PROSPECTIVE PURCHASER/S shall be deemed to have taken possession of the said premises on the expiry of the seventh day.

Notwithstanding what has been stated above, the possession shall not be deemed to be vested in the PROSPECTIVE PURCHASER/S if the PROSPECTIVE PURCHASER/S owe/s any sum of monies payable to the DEVELOPER under this agreement, however, from the date of expiry of seven days from the date of notice referred above, the PROSPECTIVE PURCHASER/S shall be liable for all the outgoings in respect of the Said Premises.

Provided further that the PROSPECTIVE PURCHASER/S shall have no claims against the DEVELOPER if the delivery of possession of the said premises is delayed for a period of six months beyond the above stipulated period, for any reason whatsoever. Further, the DEVELOPER shall be entitled to reasonable extension of time

for handing over the delivery of the premises on the date as agreed, if the possession of the premises is delayed on account of:

- i) Non-availability of steel, cement, other building material;
  - ii) War, armed rebellion, civil disturbance or natural calamity, agitation by locals/organizations etc. due to which construction work could not be completed;
  - iii) Any notice, order, rules, notification of the Government and/or any other public or competent authority and/or any judicial authority
  - iv) Delay on the part of Government / Statutory Authority in issuing Occupancy Certificate and or Completion Certificate and or releasing water and or electric supply in case the said premises is completed in all respect and proper application are made to the Government / Statutory Authority;
  - v) Alteration required in the said premises by the PROSPECTIVE PURCHASER/S;
  - vi) For other reasons beyond the control of the DEVELOPER.
- b) If the PROSPECTIVE PURCHASER/S commit /s default in payment of any of the installments as provided and agreed in SHCHEDULE-D on their respective due dates, time being the essence of the contract, and / or in observing and performing any of the terms and conditions of this agreement, then the DEVELOPER shall be at liberty to terminate this agreement, by giving 30 days advance notice to the PROSPECTIVE PURCHASER/S, in which event the earnest money i.e. first installment paid under this agreement by the PROSPECTIVE PURCHASER/S shall stand forfeited to the DEVELOPER. The DEVELOPER shall, however, on such termination refund to the PROSPECTIVE PURCHASER/S the amounts (excluding 1<sup>st</sup> installment), if any, which

may have till then been paid by the PROSPECTIVE PURCHASER/S which shall not carry any interest and only after the DEVELOPER entering into fresh agreement with any third party of the choice of the DEVELOPER in respect of the Said Premises.

The requirement of giving notice is only in case of 1<sup>st</sup> default. In case of second default, whether continuous or otherwise, the present agreement shall automatically stand terminated without any requirement of addressing notice by the DEVELOPER (even if no notice was addressed for 1<sup>st</sup> default). In case of such automatic termination, the entire amount paid by the PROSPECTIVE PURCHASER/S under this agreement shall stand forfeited to the DEVELOPER.

On the termination of this Agreement under this clause, the DEVELOPER shall be at liberty to allot and dispose off the Said Premises, without any notice to the PROSPECTIVE PURCHASER/S, to any other person as the DEVELOPER deem fit, for such consideration as the DEVELOPER may determine and the PROSPECTIVE PURCHASER/S shall not be entitled to question this act of the DEVELOPER and or to claim any amounts from them nor the PROSPECTIVE PURCHASER/S shall be required to be joined in such instrument with third party.

Without prejudice to their rights of terminating the present Agreement in case of default in payment of the installments of the consideration for the first time, the DEVELOPER at its absolute discretion, may allow the PROSPECTIVE PURCHASER/S to pay the defaulted installments of the consideration on the extended date/s with interest as specified in the Rules (i.e. State Bank of India highest Marginal Cost of Lending Rate plus Two Percent).

c) In case any of the cheques issued by the PROSPECTIVE PURCHASER/S for payment of part consideration of this agreement, when presented for payment is / are dishonored for any reason/s, apart from the rights of the DEVELOPER as provided in clause 3b) above, the DEVELOPER shall be at liberty to file appropriate proceedings for recovery of money and or dishonor of cheque/s and in case of dishonor, the entire sum paid till then shall stand forfeited in favor of the DEVELOPER and the provision of clause 3b) if this agreement shall follow, with the exclusion of refund clause.

d) Subject to clause 3a) above, the DEVELOPER is unable to or fail to give possession of the said premises to the PROSPECTIVE PURCHASER/S within the time agreed herein above, or within any further extend date of dates agreed to by the parties hereto, the in such case the PROSPECTIVE PURCHASER/S shall be entitled to give 15 days notice in writing to the DEVELOPER terminating the agreement, in which event, the DEVELOPER shall, within five weeks from receipt of such notice, refund to PROSPECTIVE PURCHASER/S the amounts, if any, that may have been received by the DEVELOPER from the PROSPECTIVE PURCHASER/S in respect of the said premises as well as pay simple interest as specified in the Rules (i.e. State Bank of India highest Marginal Cost of Lending Rate plus Two Percent.

4. **OBLIGATIONS:**

a) The PROSPECTIVE PURCHASER/S agree/s to effect all payments referred to in SCHEDULE-D.

b) On receipt of the notice contemplated in clause 3a) herein, the PROSPECTIVE PURCHASER/S is / are liable to take possession within 7 days from the date of receipt of the said notice. The PROSPECTIVE PURCHASER/S shall take possession only after inspecting the premises completely and shall give a letter of inspection and possession. The PROSPECTIVE PURCHASER/S shall have no claim against the DEVELOPER in respect of any item of work thereafter.

c) In case the PROSPECTIVE PURCHASER/S fail / s to take possession within 7 days from the receipt of the notice as contemplated in clause 3a) and 3b) above, then id shall be deemed that the PROSPECTIVE PURCHASER/S has / have taken possession of the premises after inspection irrespective of whether the PROSPECTIVE PURCHASER/S has / have actually taken physical possession or not.

d) Notwithstanding anything said in this agreement, upon notice in writing from the DEVELOPER calling upon the PROSPECTIVE PURCHASER/S to take possession, whether they have actually taken possession or not, the PROSPECTIVE PURCHASER/S shall be liable to pay proportionate share of all the outgoings including

Maintenance charges, Local Taxes from the date of such actual possession or deemed possession.

e) Upon possession of the said premises being delivered to PROSPECTIVE PURCHASER/S, the PROSPECTIVE PURCHASER/S shall be entitled to use and occupy the said premises. Upon the PROSPECTIVE PURCHASER/S taking possession of the said premises the shall have no claims against the DEVELOPER in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. Cracks to the plaster / dampness in external wall shall not be considered as defect in work unless the Architect of the DEVELOPER opines otherwise.

Notwithstanding what has been stated above, the possession shall not be deemed to be vested in the PROSPECTIVE PURCHASER/S owe any sum of monies payable to the DEVELOPER under this agreement, however, from the date of expiry of seven days from the date of notice under clause 3a), the PROSPECTIVE PURCHASER/S shall be liable for all the outgoings in respect of the said premises.

f) The PROSPECTIVE PURCHASER/S shall use the said premises only for the purpose, which is permissible under the prevailing law.

g) The PROSPECTIVE PURCHASER/S shall from the date of possession of the said premises, maintain the said premises, the wall, partition wall, sewers, drains, pipes and appurtenances thereto at their own cost, in good and tenantable repair and condition and shall not do or cause to be done anything in or to the said premises and / or common passages or the compound, which may be against the condition or rules or by-laws by the Municipality or the Planning and Development Authority and / or any other Authority and shall attend to and answer and will be responsible for all actions for violations of any such conditions or rules or by-laws.

h) Provided if it does not in any way affect or prejudice the rights of the PROSPECTIVE PURCHASER/S in respect of the said premises, the DEVELOPER and the LAND OWNERS / CONSENTING PARTY shall be at liberty to sell assign, transfer

and / or otherwise deal with the right, title and interest in the said property and / or e Building Scheme.

i) Nothing contained in these presents is intended to be or shall be construed to be grant, demise assignment in law of the said premises or of the said plots or any part thereof.

j) The PROSPECTIVE PURCHASER/S shall not let, sub-let, sell, transfer, assign or part with his / her / their interest or benefit under this Agreement or part with possession of the said premises until all the dues payable by them to DEVELOPER under this greement are fully paid up and that too only if they have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement until the obtains the previous consent in writing from the DEVELOPER.

k) The PROSPECTIVE PURCHASER/S shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters, as the DEVELOPER may require from time to time in this behalf for safeguarding inter-alia the interests of the DEVELOPER and the PROSPECTIVE PURCHASER/S.

l) The PROSPECTIVE PURCHASER/S on the date of signing the present Agreement notify for DEVELOPER whether any letters, remainders, notices, documents, papers, etc., are to be served to him / her / them. The PROSPECTIVE PURCHASER/S shall also, from time to time, notify any change in his /her / their addresses. Any letter sent to the PROSPECTIVE PURCHASER/S at their notified address or at his / her / their changed address by Registered Post A. D. or under certificate of posting shall be deemed to have been lawfully served on the PROSPECTIVE PURCHASER/S.

m) If at any time, the Floor Area Ratio presently applicable to the said property is increased, such increase shall be for the benefit of the Land Owners alone, without any rebate to the PROSPECTIVE PURCHASER/S.

n) The DEVELOPER shall have a first lien and charge on the said premises agreed to be purchased by the PROSPECTIVE PURCHASER/S in respect of any amount payable by the PROSPECTIVE PURCHASER/S to the DEVELOPER under the terms and conditions of this agreement.

o) The PROSPECTIVE PURCHASER/S hereby expressly agree/s that in the event of any amount by way of premium or security deposit, service tax, VAT or any other taxes becoming due and payable to Municipality or any other Government Authority for betterment charges, development tax, or payments similar or incidental thereto becoming payable by the DEVELOPER including cost and expense of Electric connection, the same shall be reimbursed by the PROSPECTIVE PURCHASER/S. The sum demanded in writing in relation to the above payments shall be conclusive proof of the correctness of the same and shall be accepted by the PROSPECTIVE PURCHASER/S without any dispute.

p) The PROSPECTIVE PURCHASER/S shall pay five days before handing over of the possession or as and when demanded which ever is earlier, an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) to the DEVELOPER, being the charges to be paid to the electricity department and P.W.D. (water supply) for the purpose of obtaining water connection and or electricity connection to his / her / their flat which includes the deposits for water and electricity meters payable to the concerned department.

q) The PROSPECTIVE PURCHASER/S shall deposit five days before handing over of the possession or as and when demanded whichever is earlier, a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) with the DEVELOPER as and by way of maintenance charges for one year, which shall be utilized by the DEVELOPER for maintenance of the Building, common lights, common staircase, common compound and open spaces, sweepers and miscellaneous charges, for one year form the date of handing over of the possession. Upon formation of "THE ENTITY" referred herein below, the



balance if any standing in the Maintenance Account shall be transferred to such ENTITY, if however, such ENTITY is not formed within one year, the PROSPECTIVE PURCHASER/S shall contribute such additional amount towards maintenance for next year as may be demanded by the DEVELOPER. However, the responsibility of forming the Entity is of the purchaser/s in the said complex.

r) The payment of the said amount of Rs.\_\_\_\_\_-/- as mentioned in clause 3p) above and Rs.\_\_\_\_\_-/- as mentioned in clause 3q) above, on or before the agreed date, is a condition precedent for delivery of possession. Failure to pay the said sums as mentioned in clause 3p) and 3q) on or before the agreed date, shall attract clause 3b) mentioned, agreed and consented, by the parties, herein above. In case the amount so expended for the purpose mentioned in clause 3p) and 3q) is more than the amount deposited by the PROSPECTIVE PURCHASER/S, then the PROSPECTIVE PURCHASER/S shall pay the excess amount so expended before delivery of possession. The decision of the DEVELOPER on the amount so spent shall be final.

s) The Said Premises shall be deemed to have been completed in all respect upon issuance of the Completion Certificate by the Engineer of the DEVELOPER.

t) Any diligence shown by the DEVELOPER in enforcing the terms and conditions of this agreement shall not be treated as waiver of the rights arising from this agreement.

u) The sending of notice intimating the stages of completion is a matter of courtesy and is optional and not binding on the DEVELOPER. The PROSPECTIVE PURCHASER/S is / are expected to inquire with the DEVELOPER regarding the stage of completion.

v) The Open Spaces, Terrace shall belong to the ownership of the LAND OWNERS / CONSENTING PARTY and they shall be at liberty to deal with the same as per their discretion and or to sell / lease etc. the same to third party and the PROSPECTIVE PURCHASER/S shall not object or interfere in such transaction.

w) The PROSPECTIVE PURCHASER/S shall not claim any right of preemption or any other right in respect of the other premises in the said building of undivided right in the Said Property.

x) The Price for construction hereby settled is based on the prevailing basic prices of materials. However, in case the market price of the said materials are increased or decreased during the course of construction of entire building or any part thereof, then the purchaser shall be liable to pay or entitled for refund of the difference in the cost of construction proportionately based on the said increase or decrease in the prices. In this regard the decision of the Architect / Engineer of the project will be binding on both the parties.

y) The PROSPECTIVE PURCHASER/S shall maintain the front elevation and the side and rear elevation of the said premises in the same forms the DEVELOPER constructed it and shall not at any time alter the said elevations in any manner.

5. **CO-OPERATIVE HOUSING SOCIETY / MAINTAINANCE SOCIETY / OWNERS ASSOCIATION:**

a) The PROSPECTIVE PURCHASER/S shall assist the DEVELOPER and the other premise holders in forming a Co-operative / Maintenance Society or an association of person or such other entity for maintaining the said plots and

/ or the said Building Scheme. It shall be entirely at the discretion of the DEVELOPER to decide whether to form a Co-operative Society or a maintenance society or an Association of persons or any other entity (hereinafter referred to as "THE ENTITY"). When the DEVELOPER take decision in this matter the PROSPECTIVE

PURCHASER/S and other premises holders in the said Building Scheme shall sign all forms, applications, deeds and / or other documents as may be required for the formation of the Entity.

b) The PROSPECTIVE PURCHASER/S hereby agree / s and bind / s themselves to contribute such amount as may be decided by the DEVELOPER or the entity as the case may be for the maintenance of the said property and the Building Scheme from time to time that is for common lights, water charges, sweepers remuneration etc.

c) The PROSPECTIVE PURCHASER/S hereby agree / s to contribute all such sums as may be required for the formation and registration of the entity.

d) The PROSPECTIVE PURCHASER/S and the persons to whom the said premises may be let , sub-let, transferred, assigned or given possession shall be governed by or shall observe and comply with all the bye-laws, rules and regulations that may be framed by the entity from time to time and shall also be governed by the laws which may be applicable to the entity.

e) The PROSPECTIVE PURCHASER/S hereby agree /s and undertake /s to be the member of the entity to be formed and also, from time to time, to sign and execute all the applications for registration and for the formation and the registration of the entity. The PROSPECTIVE PURCHASER/S shall from time to time, sign papers and documents and do all the acts, deed, matters and things as may be necessary from time to time, for safeguarding the interest of the DEVELOPER and other premises holders in the said Building Scheme.

Notwithstanding what has been mentioned above the responsibility of forming society shall be of the owners of the various premises in the said complex.

6. **TRANSFER TO PROSPECTIVE PURCHASER/S:**

a) In case the purchasers of the various premises in the said building constitutes themselves into THE ENTITY as provided in para 5a) above, then upon payment of the

entire sale consideration amount of the respective premises and after payment of all other charges by the various premises holders and after payment of all other charges agreed herein and after the DEVELOPER discharges all its obligations arising from the Agreement for Construction, Development and sale dated 08/01/2019, the DEVELOPER and Land Owners shall execute the conveyance deed in respect of the said property in favor of such ENTITY.

b) In case such ENTITY as mentioned in para 5a) is not formed, then upon payment of the entire sale consideration amount of this agreement and after payment of all other charges agreed herein and after the DEVELOPER discharges all its obligations arising from the Agreement for Construction, Development and Sale dated 08/01/2019, the DEVELOPER and the LAND OWNERS shall execute the conveyance deed in respect of the said premises and the corresponding undivided portion of the said property, in proportion to the built up area of their respective premises, in the names of the premises holders.

c) The advocate for the DEVELOPER shall prepare and draw all the deeds and documents to be executed in pursuance of this agreement including the Sale Deed referred in para 6a) and 6b) above. The PROSPECTIVE PURCHASER/S shall be liable to pay the legal fees, registration fee and stamp duty and other miscellaneous expenditure, if any.

**7. PAYMENT OF TAXES, COSTS, CHARGES AND EXPENSES:**

a) Any taxes, charges or outgoing levied by the Municipality or any other competent authority and electricity and water charges, exclusively pertaining to the said premises shall be borne by the PROSPECTIVE PURCHASER/S from the date of delivery of possession of the said premises.

b) The PROSPECTIVE PURCHASER/S shall also bear proportionate share in the insurance premium, house tax payable at the time of obtaining the occupancy and the infrastructure tax payable to the government in respect of the said Building.

**8. GENERAL OBLIGATIONS:**

It is hereby agreed between the parties hereto as under:-

a) On taking delivery of the premises the PROSPECTIVE PURCHASER/S under no circumstances, shall carry out any structural alterations in or to the said premises,

without the written consent of the DEVELOPER and express permission from the competent statutory authorities.

b) The PROSPECTIVE PURCHASER/S under no circumstances shall block the open spaces viz. the passages, open spaces and the staircase in the said building. Likewise the internal excess roads building scheme shall always be kept open and unobstructed.

c) The PROSPECTIVE PURCHASERS/S shall have no right to the terrace portion of the said Building except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as absolute property of the LAND OWNERS.

d) The name of the complex shall be "MAUZO SOLITAIRE" at all times which the PROSPECTIVE PURCHASER/S agrees not to change individually or in association with the owners of the other premises in the said building.

e) The PROSPECTIVE PURCHASER/S shall park their vehicle only in the Parking Slot No. \_\_\_\_\_

that is reserved and allotted for them.

9. **DISCLAIMER:**

All inspections by the PROSPECTIVE PURCHASER/S when the construction work is in progress shall be at the risk of the PROSPECTIVE PURCHASER/S. The DEVELOPER shall not be liable in any manner in case the PROSPECTIVE PURCHASER/S or anybody acting on his / her / their behalf suffers any injury or any property of his / her is damaged, during inspection of the construction work.

10. **WAIVER AND NO WAIVER**

The Parties hereto may waive any condition, covenant or agreement intended to be for its benefit, provided each such waiver shall be in writing signed by the waiving party and accepted by the other.

11. **AMENDMENTS:**

No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid of binding unless set forth in writing and duly executed by the Parties against whom enforcement of the amendment, modification, discharge or waiver is sought.

12. **ENTIRE AGREEMENT:**

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and may be modified only by instruments signed by both of the parties hereto. Any and all prior or collateral representations, promise or condition not incorporated herein or made a part hereof shall not be binding upon the Parties.

13. **RECEIPT:**

a) Out of the Total Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), the PROSPECTIVE PURCHASER/S has / have paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide Cheque / Demand Draft / Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_, the payment and receipt of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), is subject to realization of the same / the DEVELOPER do hereby admit to have received and discharge the PROSPECTIVE PURCHASER/S of the same.

14. The Terms and conditions agreed to between the DEVELOPER and LAND OWNERS via Agreement for Construction, Development and Sale dated 08/01/2019 regards the premises of the LAND OWNERS remains unchanged and any clause herein in this agreement contrary to any term, condition, obligation of Agreement dated 08/01/2019 shall not have any influence nor shall vary the understanding arrived at between the DEVELOPER and LAND OWNERS in the said agreement dated 08/01/2019 as agreed therein.

15. The LAND OWNERS are joined in this agreement only for the purpose of consenting the transfer of undivided share in the land proportionate to the built up area of the said premises and are not be in any way and shall not at any time responsible of liable for any claim of DEVELOPER and or PURCHASER/S arising from this agreement. Similarly, it is made known that as the Development in the SAID PROPERTY is being done by the DEVELOPER at its entire cost, sole risk, responsibility and liability, the LAND OWNERS shall not be responsible in any manner with regards to the construction done by the DEVELOPER and or any liability, if any, arising in the course of Development or after Development by reasons of accident or otherwise.

16. The PROSPECTIVE PURCHASER/S confirm / s that he / she / they have read and understood the Agreement for Construction, Development and Sale dated 01/02/2016 executed between the Developer and the Land Owners.

**17. Dispute Resolution:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

**18. Governing Law:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa shall have the jurisdiction for this Agreement.

**19. Right to Amend:**

1. This Agreement may only be amended through written consent of the Parties.

**SCHEDULE – A**  
**(Of the Bigger Property)**

ALL THAT property known as “**BORODO KOTACODIL alias KOTEACODILMOL BOROD**” situated at village Curti within the area and jurisdiction of the gram Panchayat of Curti Khandepar of the Taluka and Sub district of Ponda of the North Goa district of the state of Goa and which property is wholly registered in the land Registration Office of Ilhas Goa under No. 1318 of book B 15 (old) and enrolled in the matríz records under No. 716 and surveyed under No. 67/0 (part) of village Curti and which property as a whole is bounded as under:-

East: - With the survey No. 66, 68 and 63

West: - With the nalla after lies the boundary of Ponda

Town,

North: - With the survey No. 68,

South: - With the Ponda Bethora Road.

### **SCHEDULE-B**

#### **(Schedule of the land corresponding to the built up area agreed to be developed and sold)**

ALL THAT land admeasuring 1170.50 sq. mtrs. which corresponds to the built up area of 936.56 sq. mtrs. of the proposed building to be constructed in the land admeasuring 3368.48 sq. mtrs. of the amalgamated plots No. 10,12 to 15 of the property described in schedule I above. Permissible area of the land for development from the amalgamated plots is 80% i.e. 2693.19 sq. mtrs. out of which owners have already used the land admeasuring 2197.50 sq. mtrs. which corresponds to 1756.63 sq. mtrs. of built up area.

### **SCHECULE -C**

#### **(of the SAID PREMISES)**

ALL THAT Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. meters of super built-up area and \_\_\_\_\_ Sq. meters of Carpet area, on the \_\_\_\_\_ floor of the building complex named "RUDHRA DEVELOPERS GOLDEN PLAZA BUILDING II" under construction in the property described in Schedule I and II above and is bounded as under:

On the East	:	by _____
On the West	:	by _____
On the North	:	by _____
On the South	:	by _____

### **SCHEDULE-D**

#### **(Payment Schedule)**

The PROSPECTIVE PURCHASER/S shall make the payment to the DEVELOPER as per the Schedule given below;

Sr. No.	Time of Payment	Percent of the total Consideration
i)	At the time of signing of the agreement / Booking	_____ % *
ii)	Upon the completion of _____	_____ % *



iii)	Upon the completion of _____	_____ % *
iv)	Upon the completion of _____	_____ % *
v)	Upon the completion of brick work	_____ % *
vi)	Upon the completion of plaster	_____ % *
vii)	Upon the completion of flooring	_____ % *
ix)	Upon the completion of Painting	_____ % *
x)	At the time of Possession	_____ % *
xi)	Five days before delivery of possession / on demand whichever is earlier:	
	Maintenance Charges	25,000/-
	Deposit (Electricity / Water)	15,000/-

*\* Service tax, VAT, if any, shall be extra payable at the time of payment of consideration.*

### **SCHEDULE-E**

#### **(Building Specifications For Said Premises Fixtures, Fittings, And Amenities)**

#### **1. STRUCTURE:**

R.C.C structure as per approved design of competent authority, External wall of 200/300 mm thick brick/laterite stone / concrete masonry and internal partition wall of 115 mm thick brick masonry.

#### **2. FLOOR AND WALL TILING:**

The flooring in all the room shall be vitrified tiles.

Ceramic tiles will be provided in following places:

- a) On toilet wall upto door hight
- b) Above the kitchen platform upto a height of a 600 mm (2)

#### **3. WALL FINISH:**

The interior walls will have cream colour Acrylic washable paint. External walls painted with cement paint as per Architects colour choice.

#### **4. DOORS & WINDOWS:**

The main entrance door frame will be of teak wood with teak wood door shutter. All other doors frames will be of salwood. All doors shall have brass hinges and shall have general brass fittings viz tower bolt, handle, stopper and latch. Main entrance door shall have Europa or equivalent night latch, door eye and a decorative brass handle on outside.

All windows will be powder coated aluminum sliding shutters with clear glass.

Bathroom ventilators will be powder coated aluminum partially fixed / louvered type with provision for fitting exhaust fan.

Grills for windows will be provided from inside as per design approved by the Architects.

#### **5. KITCHEN:**

Kitchen platform will be of polished black granite with single bowl stainless steel sink of size 24' \* 18'.

#### **6. PLUMBING & SANITARY INSTALLATIONS:**

Concealed internal plumbing of UPVC / CPVC pipes.

Water closets & wash basins will be provided in the following places:

- a) Wash Basins in toilets
- b) Water closets in all toilets-European style chromium plated fitting of standard make. One hot & cold tap and one wall shower and one health faucet in all toilets will be provided, provision for storage water Geyser in all toilets (only provision and no fixture). Provision for water purified above kitchen platform (only provision no fixture). Hindware or CERA fittings (Plain Colour)

#### **7. ELECTRICITY SUPPLY & WIRING:**

Wiring will be concealed and suitable for three phase supply and flush mounted plate switches. The actual supply may be of single or three phase in accordance with the rules and regulations of the Goa Electricity Department in force at the time the complex is energized by them.

Separate meter located in the panel room and a sub main board with the apartment for easy isolation of supply.

The distributions of points are as follows:

Living/Dining room: Three light points, two fan points, Two 5 amps plug points on switchboard. One 5 amps plug point on separate board, TV and Telephone point and bell point.

Bed Rooms: Two light points, one fan point, one 5 amps plug point on switch board, one 5 amps plug point on separate board.

Toilet/Bathroom: Two lights points, one exhaust fan point, one 5 amps plug point & one 15 amps point for geyser.

The wiring for 5 amps points will be 105 Sq. mm rating adequate for shavers / refrigerators & washing machine. The wiring for 15 amps points will be of 4.00 Sq. mm rating adequate for storage heater and Air Conditioner.

Miniature circuit breaker will be provided for safety from overloads and short circuit. Provision wiring for power inverter for one light point in living room, bed rooms, kitchen and toilets. One fan points in living and bed rooms. Cable TV points in living room and master bed room.

#### **8. WATER SUPPLY:**

There will be one overhead tank and one ground sump tank for additional storage of water. This will be connected to Government water supply lines.

Water from common overhead tank will be distributed to each individual unit.

A pump will be provided to lift the water ground sump to overhead tank.

#### **SCHEDULE -F**

##### **(Details of Said Premises and Cost)**

Flat No.	:	_____
Name of the Complex	:	RUDHRA DEVELOPERS GODEN PLAZA BUILDING II
Super Built-up area	:	_____ Sq.meters
Corresponding carpet area		
Cost of the Flat	:	Rs. _____/-
Deposit towards		
Electricity / Water connection	:	Rs. _____/-
Infrastructure Tax	:	At actual
GST @ __% on the cost of said premises:		At actual
Society or maintenance society	:	Rs. _____/-

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