

AGREEMENT FOR SALE

This Agreement for Sale is made and executed at Panaji, Goa on this ____day of the month ofof the Christian year Two Thousand and Nineteen i.e. (___/...../2019).

BETWEEN

RAJDEEP BUILDERS, registered Proprietorship Firm having its office at 202, 2nd Floor, Mathias Plaza, Above Canara Bank, 18th June Road, Panaji Goa 403001, represented by its sole proprietor **Mr. Rajesh Tarkar**, aged 45 years, son of Shri. Ulo Tarkar, business, Indian National, holder of Pan Card bearing no. AFOPT9698A, Aadhar Card No. 828424048761, resident of Penthouse No.201, Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Paula-Goa, Hereinafter referred to as the “**OWNER/BUILDER/DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, successors, legal representatives and assigns) of the **FIRST PART**.

AND

MR., son of Mr., age 37 years, married/unmarried, Occupation....., Holder of PAN Card No., Holder of Aadhar Card No. Indian National, and resident of Goa, Hereinafter referred to as the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/their legal heirs, successors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS there exists a plot No. 13(A) and Plot No. 13(B) linked to one to another (ligados entre si) of the property named “CAMBALMARICHEM” or “SAO TOME” situated at Sao Tome Ela, Parish of Se Primacial, Taluka Tiswadi Gram panchayat of Old Goa, District of North Goa, State of Goa, the entire property being described in the Land Registration office of the Sub District of Ilhas under number 19583 at Folio 83 of Book B-52 (New), inscribed under inscription No. 21543 and registered in the Taluka Revenue Office under Matriz No. 216, admeasuring total area of 1354 sq. mts and both the plots linked one to another as one plot now surveyed under No. 111/4B of Village Ella, which plot is more particularly described in **Schedule I** mentioned herein below and marked in red color in the plan annexed herewith and hereinafter referred to as the **“SAID PROPERTY”**.

AND WHEREAS the Said Property originally stands recorded in inscription No. 21543 in the name of one Ana Sabina Antonia De Souza widow of Santana De Souza resident of Ribandar, as the absolute owner in possession of the Said Property.

AND WHEREAS the said Ana Sabina Antonia De Souza by Public Deed dated 21.07.1962 made before the Notary of Panaji, Comarca Shri. Licentiate Fernando Jorge Colaco and which has been registered in his notorial Book bearing No. 548 at pages 82 had gifted the Said Property to Ana Sabina Filomena Paulina Rosaria da Souza (Spinster), Belenite Marieta Diana De Souza, Santana Manual Antonio Lucio De Souza E Ernesto Teotonia Santana De Souza, all resident of Ribandar Goa.

AND WHEREAS by deed of sale dated 11.07.1973, which has been registered in the office of the Civil cum Sub Registrar of Panaji under No. 54 in pages 374 to 380 of Book No.1 Vol. No. 78, dated 24.01.1974, and vide Deed of Rectification dated 10/08/1990 of the Deed of Sale dated 11.07.1973, executed before the Sub Registrar of Ilhas Goa, registered at No. 291/91 filed in Book

No.1, Vol. No. 128 dated 04/03/1991, said Ana Sabina Filomena Paulina Rosario De Souza, daughter of Lucia Cesar Luis Francisco Cosmo De Souza, spinster, Mariata Diana Belamita Lucia De Souza also known as Belamita Marieta Diana De Souza, daughter of Lucia Cesar Luis Francisco Cosmo De Souza, married and her husband Mario Hipacio De Souza, son of Franklin Gabriel De Souza, Married; Earnesto Teotonio Santana Lucio De Souza, son of Lucia Cesar Luis Francisco Cosmo De Souza, unmarried sold and conveyed the said property to Smt. Julia Rita Fernandes e Pereira.

AND WHEREAS it was subsequently noticed by Smt. Julia Rita Fernandes E Pereira that there was an error in allotting survey number to the said property and the adjoining holdings and as such filed a proceeding being case No. LRC/RESUR/11/93 before the Dy. Collector and SDO Panaji for correction of the said error.

AND WHEREAS the said Dy. Collector/ SDO Panaji, after having satisfied of the error ordered the resurvey by its Order dated 07/12/1993 and pursuant to which the resurvey was carried out and error in the survey records came to be corrected after the confirmation order dated 30.09.1994 of the said Dy. Collector/SDO Panaji and as such the said property has now been allotted a survey number as 111/4B of village Ela, Tiswadi Taluka Goa.

AND WHEREAS Smt. Julia Rita Fernandes E Pereira along with her daughter Smt. Fredrieca E Pereira and son in law Shri. Augusto Gabriel Teles, sold the said property to Shri. Alex Trifanio Toscano, vide Deed of Sale dated 22.08.1995, executed before the office of the Sub Registrar of Ilhas Goa at Registration No. 1420 at pages 331 to 358, Book No. I, Volume No. 441, dated 31.08.1995.

AND WHEREAS Shri. Alex Trifanio Toscano married to Mrs. Lilia F Dias Toscano and by virtue of applicability of the communion of assets Mrs. Lilia F

Dias Toscano acquired right in the said property and became the owners in possession of the Said Property.

AND WHEREAS Mr. Alex Trifanio Toscano alias Mr. Trifanio Estavao Aleixo Toscano expired on 18.05.2005 leaving behind his widow Mrs. Lilia F Dias Toscano and his son Mr. John Paul Toscano as the only legal heirs who became the owners in possession of the Said Property.

AND WHEREAS Mrs. Lilia F Dias Toscano and Mr. John Paul Toscano executed Agreement for Sale dated 17/01/2019, executed before the Sub Registrar of Ilhas Goa at No.Book No.1, Document Registration No.PNJ-1-69-2019, dated 17.01.2019 with respect to the Said Property with the present **“OWNER/BUILDER/DEVELOPER”**.

AND WHEREAS Mrs. Lilia F Dias Toscano and Mr. John Paul Toscano executed a Notarial Deed of Succession dated 22.01.2019, before the Sub Registrar of Ilhas Goa, at Book No. 738 of Notarial Deeds at page 89 and are thus declared as the only legal heirs of Mr. Alex Trifanio Toscano alias Mr. Trifanio Estavao Aleixo Toscano.

AND WHEREAS Mrs. Lilia F Dias Toscano and Mr. John Paul Toscano further executed a Deed of Sale dated 08.02.2019 before the Sub Registrar of Ilhas Goa at Book 1, Document Registration No.PNJ-1-260-2019 dated 11.02.2019 with the present **“OWNER/BUILDER/DEVELOPER”**.

AND WHEREAS **“OWNER/BUILDER/DEVELOPER”** decided to construct a residential building on the said property in the name and style of **“RAJDEEP ELLA RESIDENCY”** comprising of Stilt, Upper Ground Floor, First, Second and Third Floor on the Said property in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time where ever applicable.

AND WHEREAS the “OWNER/BUILDER/DEVELOPER” accordingly got the plans approved by Town and Country Planning Department vide Technical Clearance Order dated 07.05.2019 at Ref. No. TIS/9435/ELLA/TCP/CONST/19/821, Panaji Goa.

AND WHEREAS the “OWNER/BUILDER/DEVELOPER” further got the NOC from Directorate of Health Services, Corlim Goa vide No. PHCC/COR/NOC/2019-20/355 dated 14.05.2019.

AND WHEREAS the “OWNER/BUILDER/DEVELOPER” finally got the Construction License No.05 dated 30.05.2019 at No.VP/SOG/TIS/2019-2020/224 issued by Village Panchayat Se-Old-Goa.

AND WHEREAS “OWNER/BUILDER/DEVELOPER” 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 “OWNER/BUILDER/DEVELOPER” has registered the project under the provisions of the Real Estate(Regulations and Development) Act, 2016 and rules framed thereunder, with **Real Estate Regulatory Authority at Panaji Goa under No.....**

AND WHEREAS the “OWNER/BUILDER/DEVELOPER” has appointed as Structural Engineer for the preparation of the structural design and drawings of the buildings and the “OWNER/BUILDER/DEVELOPER” accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Building.

AND WHEREAS, the PURCHASER being desirous of acquiring certain premises in the said building approached the “OWNER/BUILDER/DEVELOPER” and

have agreed to purchase a Flat No....., situated on theFloor of the building known as “**RAJDEEP ELLA RESIDENCY**”, having super built-up area of sq.mtrs., built up area of..... sq.mts. and sq. mts. of Carpet area, alongwith the proportionate undivided rights and shares in the Said Property, within the limits of Village Panchayat of Se-Old-Goa, situated in the village of Old Goa, Goa. The above Flat No....., alongwith the allotted Stilt parking bearing parking No., is more particularly described in Schedule-II being constructed on the Said property more particularly described in the Schedule-I, which shall be completed in all respect as per the specifications hereto annexed in Schedule-III, and the SAID FLAT No.....shall consists ofbedroom, kitchen, living room, toilet cum bathroom, which SAID FLAT has been shown delineated in red colour boundary lines in the plan annexed hereto for a total consideration price of **Rs...../-(Rupees Only)**, being its market value, which Flat shall hereinafter for the sake of brevity will be referred to as the “**SAID FLAT**”.

AND WHEREAS, the “OWNER/BUILDER/DEVELOPER” have represented and covenanted unto the PURCHASER as follows, viz.

- a) That the “OWNER/BUILDER/DEVELOPER” are in exclusive and peaceful possession of the SAID PROPERTY.
- b) That no person(s) other than the “OWNER/BUILDER/DEVELOPER” have any right, title and/or interest in the SAID PROPERTY.
- c) That the “OWNER/BUILDER/DEVELOPER” have an absolute right to dispose and/or sell the SAID PROPERTY or flats constructed on the said property, and/or deal with it in any manner whatsoever.
- d) That the “OWNER/BUILDER/DEVELOPER” have a clear and marketable title to the SAID PROPERTY.
- e) That there are no Mundcars and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right whatsoever in, to and/or over the SAID PROPERTY, and/or any part thereof.
- f) That there is no legal bar or impediment to enter into Agreement for sale in respect of the flats being constructed on the SAID PROPERTY, and that the SAID PROPERTY, is free from encumbrances, liens and/or charges.

- g) That no notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the SAID PROPERTY, nor any part thereof.
- h) That neither the SAID PROPERTY nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income Tax Act or under any other Act, Statute, law and/or Regulation and/or under any subsisting Order, Judgment and/or Decree of any Court of Law.
- i) That neither the SAID PROPERTY nor any part thereof is the subject matter of any civil suit, criminal complaint/case or any other action or proceeding in any court or forum.
- j) That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the SAID PROPERTY or any part thereof.
- k) That the “OWNER/BUILDER/DEVELOPER” have not entered into any agreement, understanding and/or arrangement for sale, development and/or disposal or otherwise howsoever with any other party in respect of the SAID PROPERTY and/or any part thereof.
- l) That there is a proper access/road required as per law for carrying construction on the SAID PROPERTY.

AND WHEREAS, the SAID PURCHASER has relying on the representations and covenants hereinabove stated, and pursuant to negotiations and discussions by and between the parties hereto, have agreed to execute the present Agreement for sale.

AND WHEREAS at the request of the PURCHASER “OWNER/BUILDER/DEVELOPER” has given inspection and copies to the PURCHASER of all the documents of title relating to the project land and the

plans, designs and specifications prepared by the Architect of the “OWNER/BUILDER/DEVELOPER” Mr. Ashwinikumar Prabhu and of such other documents as are specified under the Real Estate(Regulations and Development) Act, 2016 and rules framed thereunder and PURCHASER has verified all the documents to his /her fullest satisfaction.

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal practitioner of the “OWNER/BUILDER/DEVELOPER” has been enclosed herewith.

AND WHEREAS the authenticated copies of the Plans of the layout and specifications of the building and FLAT agreed to be Purchased by the PURCHASER as approved by the concerned competent Authority have been annexed.

AND WHEREAS the “OWNER/BUILDER/DEVELOPER” have offered to sell the SAID FLAT with the allotted stilt parking bearing parking No., alongwith the proportionate undivided right and share in the SAID PROPERTY to the PURCHASER and the PURCHASER has, relying on the representations and covenants hereinabove stated, agreed to purchase the SAID FLAT with the allotted Stilt parking bearing parking No., alongwith the proportionate undivided right and share in the SAID PROPERTY and accordingly, “OWNER/BUILDER/DEVELOPER” is selling and conveying the SAID FLAT alongwith the allotted parking bearing parking No., to the PURCHASER vide the present Agreement for Sale.

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AND IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOW:

1. The “OWNER/BUILDER/DEVELOPER” hereby agrees to sell to the PURCHASER the SAID FLAT bearing Flat No....., i.e. the SAID FLAT described in schedule-II, having super built-up area of sq.mtrs., sq. mts. of built up area and sq. mts. of Carpet area, alongwith the proportionate undivided rights and shares in the SAID PROPERTY, with allotted stilt parking No., hereunder written and delineated on the plan hereto annexed and marked thereon with red colour for a total consideration of **Rs...../-(Rupees Only)**. Accordingly,

the PURCHASER has paid a sum of Rs...../- (Rupees only) in favour of the “OWNER/BUILDER/DEVELOPER” vide Cheque No....., dated..... Drawn on Bank, Goa, as earnest advance money, the receipt of which all the “OWNER/BUILDER/DEVELOPER” hereinabove do hereby admit and acknowledges.

2. The PURCHASER further agrees and undertakes to pay to the “OWNER/BUILDER/DEVELOPER” the balance amount of Rs...../- (Rupees Only) in the manner as set out in Schedule – VI hereto.

3. It is agreed by and between the parties that the Top Terrace of the Said Residential Building is not for common use. The said top terrace is made available by the “OWNER/BUILDER/DEVELOPER” to the PURCHASERS of Top Floor Flats (i.e.,, &) exclusively for maintenance purpose, for maintenance to be done by Maintenance Department of Rajdeep Builders/ Maintenance Society to be formed with respect to the Said Building.

4. It is specifically agreed and understood that on making the payment by the PURCHASER to the “OWNER/BUILDER/DEVELOPER” as per Schedule-IV the “OWNER/BUILDER/DEVELOPER” shall complete the construction of the SAID FLAT and hand over to the PURCHASER peaceful vacant possession of the SAID FLAT on or before 08.12.2022 with further grace period of eight (8) months. If there is any delay in granting water connection/electricity connection, issuance of Occupancy Certificate by the Concerned Authorities or if there is stoppage of work due to any delay that has been occasioned by any Act of God, Force Majeure Causes, restrained order from any Appropriate Authority or Judicial Body; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the “OWNER/BUILDER/DEVELOPER”, the said period of stoppage of work shall NOT be attributable to the “OWNER/BUILDER/DEVELOPER” and such period shall be excluded from the period of handing over of possession to the PURCHASER.

However, if the “OWNER/BUILDER/DEVELOPER” fails to hand over the possession on or before 08.12.2022, to the PURCHASER, the “OWNER/BUILDER/DEVELOPER” shall pay to the SAID PURCHASER rent per month for the delay in so completing the SAID FLAT till the handover of the SAID FLAT. Rent shall be decided as per market rate which shall be finalized on verification of any 2(two) rent agreements executed before the notary within the vicinity. No rent shall be paid by the “OWNER/BUILDER/DEVELOPER” during the period of stoppage of work due to reasons as mentioned above.

5. The “OWNER/BUILDER/DEVELOPER” shall intimate to the PURCHASER immediately upon any payments falling due and payable by the PURCHASER. It shall be enough if such intimation or any other correspondence is posted by Registered Post A.D. at the following address of the PURCHASER.

ADDRESS OF THE PURCHASER

MR.

Resident of,
..... Goa

Within 30 (thirty) days of this receipt of such intimation or refusal thereof by the Post office for any reasons, the PURCHASER shall pay to the “OWNER/BUILDER/DEVELOPER” the full amount which has fallen so due and payable.

In case of default in payment by the PURCHASER, or in case of any reason if the PURCHASER wish to terminate the present agreement, the “OWNER/BUILDER/DEVELOPER” shall rescind or terminate the present agreement in which case part payment which is received from the PURCHASER shall be refunded to him without any interest thereon after deducting 25% of the entire amount received by the “OWNER/BUILDER/DEVELOPER”. It is further made clear that the part payment received till the date of termination shall be refunded excluding GST amount and such other taxes collected and paid to the Government.

However, the “OWNER/BUILDER/DEVELOPER” may in their absolute discretion exercise an option of not terminating the agreement as aforesaid and instead allowing such further time to the PURCHASER to make payments as deemed proper by them and charging interest on such instalment amount/s outstanding at the rate of 12% p.a.

6. In case the PURCHASER is desirous of carrying out any additions, alterations or changes of the SAID FLAT, they shall intimate to the “OWNER/BUILDER/DEVELOPER” about the same well in advance in writing and if the “OWNER/BUILDER/DEVELOPER” agrees for the same, the “OWNER/BUILDER/DEVELOPER” shall carry out such works provided the PURCHASER pays the extra cost in respect thereof as per the rates quoted by the “OWNER/BUILDER/DEVELOPER” and in advance.

7. The PURCHASER agrees that no pets or any type of animals will be allowed to keep in the vicinity of the building or in the Said Flat being constructed on the SAID PROPERTY.

8. The PURCHASER do hereby expressly consent/s to any change/alterations if necessary, at the instance of competent Authority, Architect, Engineer or for the purpose of better planning or due to technical reasons and the “OWNER/BUILDER/DEVELOPER” shall not be required to take any further permission of the PURCHASER for the same this provision shall be considered as a consent in writing from the PURCHASER as is required by the law.

9. The VENDORS/OWNERS shall not, under any circumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the “OWNER/BUILDER/DEVELOPER” .

10. The PURCHASER shall also not be entitled to make any external change to the flat purchased or allotted that will affect the uniformities of the building with respect to its look, colour, grills etc. If the PURCHASER violates this provision then the cost of restoration shall be paid by him to the “OWNER/BUILDER/DEVELOPER”.

1. MAINTENANCE

THE “OWNER/BUILDER/DEVELOPER” shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by the Village Panchayat of Old Goa, Goa, subject to below mentioned terms and conditions:-

(a) The PURCHASER shall be bound to deposit with the “OWNER/BUILDER/DEVELOPER” a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) for each flat/unit purchased by him, on issue of Occupancy Certificate by the Village Panchayat of Old Goa. The aforesaid amount of Rs.4,00,000/- (Rupees Four Lakhs Only) shall be towards maintenance, service and cleanliness of common areas of the building. The PURCHASER undertakes and binds to provide full co-operation to the “OWNER/BUILDER/DEVELOPER” while undertaking maintenance of the common areas so much so that the PURCHASER shall allow the “OWNER/BUILDER/DEVELOPER” and or his

agents, servants, managers etc., to enter their respective premises for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the “OWNER/BUILDER/DEVELOPER” .

(b) Upon completion of term of five years as stipulated above respective PURCHASER shall be able to exercise two options: First whether to continue with the maintenance services as provided by the “OWNER/BUILDER/DEVELOPER” for further period of five years and Second whether to take over further maintenance services of the “OWNER/BUILDER/DEVELOPER”. If the PURCHASER chose to exercise First option of continuing with maintenance services then PURCHASER shall execute separate Maintenance Agreement with the “OWNER/BUILDER/DEVELOPER” for period of further Five Years from the date of expiry of first Five Years period. If the PURCHASER chose to exercise Second option of taking over further maintenance services of the “OWNER/BUILDER/DEVELOPER” then the “OWNER/BUILDER/DEVELOPER” shall refund to the maintenance society a sum of Rs.4,00,000/- (Rupees Four Lakhs Only) collected from each flat owner.

(c) The VENDORS/OWNERS hereby bounds and undertakes to support the decision of the majority of the FLAT OWNERS in the said project, in exercising above mentioned options in clause (b) above and shall not be liable to deviate from the same at any cost.

(d) The “OWNER/BUILDER/DEVELOPER” shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the Maintenance Society of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Flat Owners or in case of non-co-operation by the Flat Owners in any respect and in such event deposit of sum Rs.4,00,000/- (Rupees Four Lakhs Only) collected from each

flat owner shall be refunded to Maintenance Society which shall be formed by the “OWNER/BUILDER/DEVELOPER” .

(e) That on completion of 10 years of providing Maintenance Services by the “OWNER/BUILDER/DEVELOPER”, above amount of Rs.4,00,000/- (Rupees Four Lakhs Only) collected from each Flat Owners shall become non-refundable.

(f) That Life time maintenance period with respect to amenities and services provided by the “OWNER/BUILDER/DEVELOPER” shall be 25 years.

WARRANTY

The “OWNER/BUILDER/DEVELOPER” shall provide Five Years Warranty on equipments provided from the date of issue of Occupancy Certificate by Village Panchayat of Old Goa for the SAID FLAT, which will be described more fully in separate warranty card/letter head, provided to the PURCHASER at the time of handing over of possession of SAID FLAT of the building on obtaining Occupancy Certificate. Said Warranty Card/Letter Head shall be non-transferable to third party, however any third party may approach the “OWNER/BUILDER/DEVELOPER” for availing such Warranty on such terms and conditions as will be set out by the “OWNER/BUILDER/DEVELOPER”. The total Warranty period provided by the “OWNER/BUILDER/DEVELOPER” shall not extend beyond five years from the date on issuing of Occupancy Certificate from the Village Panchayat of Old Goa.

11. Each party shall be bound to sign all the papers and documents and do all the things and matters as may be required from time for safeguarding, *interalia*, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

12. The PURCHASER shall bear and pay all the costs towards, stamp papers and registration charges and GST and other incidental costs and expenses for the purpose of the conveyance to be made in favour of the PURCHASER which is not involved in the Consideration amount. However, the PURCHASER shall

be entitled to get the conveyance drafted through their advocate at the exclusive cost and expense of the PURCHASER. Any incidental taxes, surcharge, duties, including stamp duty will be borne by the PURCHASER.

13. The address mentioned hereinabove are complete addresses of the parties and shall be deemed notice to either party for correspondence sent by registered post with acknowledgement due at the address mentioned in the cause title.

14. The "OWNER/BUILDER/DEVELOPER" shall execute a Sale Deed in favour of the PURCHASER upon handing over the possession of the SAID FLAT on obtaining Occupancy Certificate.

15. Upon completion of the construction of the SAID FLAT the "OWNER/BUILDER/DEVELOPER" shall inform the PURCHASER about the same and the PURCHASER shall within 1 (one) month of the receipt of such intimation, take possession of the SAID FLAT.

16. That on taking possession of the SAID FLAT the PURCHASER agree to abide by the following terms and conditions:

- a. The said PURCHASER shall maintain the SAID FLAT in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the SAID FLAT is situated or any part thereof without the consent of the local authorities and without consent of "OWNER/BUILDER/DEVELOPER".
- b. The said PURCHASER shall not store in the SAID FLAT any goods which are of hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of the building in which the said flat is situated or storing of goods is objected by the concerned local or other authority and shall take care which carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the SAID FLAT is situated, including entrances of the building and in case any damage is caused to the building or to the SAID FLAT on account of negligence or default of the PURCHASER, the PURCHASER shall be liable for the consequences of the breach.

- c. The said PURCHASER shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said project land, said building, and SAID FLAT, or whereby any premium shall become payable in respect of the insurance.
 - d. Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID FLAT in the compound or any portion of the project land and building on which the said flat is situated.
 - e. The SAID PURCHASER shall not let, sub let, transfer, assign, or part with interest or benefit factor in the present agreement or part with the possession of the SAID FLAT, until all the dues payable by the said purchaser to the “OWNER/BUILDER/DEVELOPER” has been paid by the said PURCHASER.
17. That “OWNER/BUILDER/DEVELOPER” do hereby confirm to the terms and condition of the present Agreement for sale.
18. The time is of absolute essence of this agreement and both the parties are entitled for specific performance of this agreement.
19. Any dispute between the parties shall be tried to settled amicably by the parties. In case of failure to settle the disputes amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulations and Development) Act, 2016 and rules and regulations framed thereunder.
20. 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 of the State of Goa will have the jurisdiction for this Agreement.
- a. The possession of the SAID FLAT bearing No..... has not been handed over to the PURCHASER and market value of the SAID FLAT is Rs...../-(RupeesOnly) and accordingly stamp duty of 2.9% amounting to Rs...../- (Rupees Only) is paid herewith, which shall be borne by the PURCHASER.
1. That the parties to this deed hereby declare that the Said Property in transaction does not belong to Schedule Castes or Schedule Tribes pursuant to Notification No: RD/LND/LRC/318/77 dated 21.08.1978.

SCHEDULE I
(DESCRIPTION OF THE SAID PROPERTY)

ALL that Property No. 13(A) and Plot No. 13(B) linked to one to another (ligados entre si) of the property named “CAMBALMARICHEM” or “SAO TOME” situated at Sao Tome Ela, Parish of Se Primacial, Taluka Tiswadi Gram panchayat of Old Goa, District of Goa the entire property being described in the Land Registration office of the Sub District of Ilhas under number 19583 at Folio 83 of Book B-52 (New), inscribed under inscription No. 21543 and registered in the Taluka Revenue Office under Matriz No. 216, admeasuring total area of 1354 sq. mts, both the plots linked one to another as one plot and now surveyed under No. 111/4B of Village Ela and is bounded as under:

East: By Plot Nos. 13C and 13D and now surveyed under No. 111/4A of Village Ela belonging to Wiliam Menezes

West: By the Plot Nos. 12E and 12F now surveyed under No. 111/9 of village Ela belonging to Shri. Baptista Vaz of the Property known as “CAMBALMARICHEM” OR “SAO TOME”.

North: By PWD road (Panaji Ponda Road)

South: By Internal Road

SCHEDULE II
(DESRPTION OF THE SAID FLAT)

ALL That Flat No....., situated on theFloor of the building known as “**RAJDEEP ELLA RESIDENCY**”, having super built-up area of sq.mtrs., built up area of..... sq.mts. and of Carpet area sq. mts., alongwith the proportionate undivided rights and shares in the SAID PROPERTY, more particularly described in Schedule I mentioned herein above alongwith the allotted Stilt parking bearing parking No.

.....,situated within the limits of Village Panchayat of Old Goa Goa in the village of Ella Old Goa.

SCHEDULE - III

(BRIEF DESCRIPTION AND SPECIFICATION SEMI FURNISHED FLATS/UNITS)

i) THE STRUCTURE:

It is RCC structure with external walls upto the plinth in laterite stone masonry and the external walls in super structure shall be 23cm thick in laterite stones. The external plaster will be double coat and sand faced cement plaster furnished with two coats of cement paints along with primer. The internal walls shall be in bricks of 10cm thick. The internal plaster for walls and the ceiling shall be single coat cement plaster with 3 coats of good quality paint.

ii) Stainless steel safety Gate for main door.

iii) DOORS AND WINDOWS:

The main door shall be of teakwood frame with teak wood paneled finished with polish. All the remaining doors shall be marine ply, factory processed panel. All windows will be of aluminum frames with rolling shutters of glass.

iv) Safety Fabrication Grills will be provided uniformly to all Flats/Units.

v) CEILING:

POP Ceiling with LED Lights will be provided in all rooms.

vi) FLOORING:

Living Room, Kitchen and Bed Rooms will be provided with good quality vitrified tiles. Bath Room flooring shall be anti-skid tiles of good quality and wall tiles fitting shall be upto full height. All bathroom fittings and sanitary fittings shall be of premium class quality such as Cera or equivalent.

vii) SANITARY AND TOILET FITTINGS:

All equipment will be provided with premium plus quality fittings, such as Cera or equivalent.

viii) KITCHEN:

Modern kitchen with cabinet manufactured by Rajdeep Interiors Firm. The Kitchen Platform will be of Black Colour Granite top with modern accessories. Kitchen will have two exhaust fans.

ix.) Installation of Tata sky connection in Flats/Units.

x) ELECTRICAL INSTALLATION:

All rooms of the flat will be provided with LED Lights, Havells Brand ceiling fans provided in all rooms. (Brand subject to availability). Bathroom with Exhaust Fans. LED lights are provided which reduce electricity consumption by min 50% and will save power & will give generator back up to the full entire flat.

xi) Granite sit-out is provided in all bedrooms.

xii) Complimentary items are not provided in Semi-Furnished flats.

SCHEDULE-IV
PAYMENT SCHEDULE

Payment Schedule for purchase of flat, Flat No.____ on ____ floor, in “**Rajdeep Ella Residency**”, at Ella- Old Goa. It is finalized for total cost of flat for Rs.____ /-(Rupees _____ only) Super Built up Area ____M² on a condition of making payment as per below schedule:

1st payment: 20% Advance for booking

2nd payment: 15% Payable on commencement of Plinth

3rd payment: 15% Payable on commencement of 1st slab.

4th payment: 15% Payable on commencement of 2nd slab.

5th payment: 10% Payable on commencement of 3rd slab.

6th payment: 10% Payable on commencement of 4th slab.

7th payment: 10% Payable on commencement of 5th slab.

8th payment: 5% Balance payment at the time of sale deed or against submission of occupancy certificate from concern department whichever is earlier.

The above payment schedule is excluding G.S.T.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the date aforementioned in the presence of the undersigned witnesses.

SIGNED, SEALED AND DELIVERED
by the within named
“**OWNER/BUILDER/DEVELOPER**”

]
]
]

RAJDEEP BUILDERS for self

L. H. T. I.

R. H. T. I.

SIGNED, SEALED AND DELIVERED
by the within named
“**PURCHASER**”

]
]
]

MR.....

L. H. T. I.

R. H. T. I.

WITNESSES:

1. NAME

:

-

Mr.

FATHER’S NAME

:

-

Mr.

AGE

:

-

.....years

MARITAL STATUS

:

-

.....

OCCUPATION

:

-

.....

ADDRESS :-Goa

SIGNATURE :- _____

2. NAME :- **Mr.**

FATHER'S NAME :- Mr.

AGE :-years

MARITAL STATUS:-

OCCUPATION :-

ADDRESS :- Goa

SIGNATURE :- _____