

DEED OF SALE

THIS DEED OF SALE is made at Bicholim, Goa, on this ____ day of _____, 20 ____;

B E T W E E N:

M/s. JAGDESH BUILDERS AND REAL ESTATE DEVELOPERS, a Partnership firm, registered with the Registrar of Firms at Mapusa, Goa, under registration No. 17/96 dated 13.1.1996, reconstituted on 26.09.2014, having its office at 01, Salunke Estate, Vasant Nagar, Sanquelim, Goa and assessed for Income Tax under PAN No. AAEFJ9152E, represented herein by its Partners (1) Shri **SUNIL SURESH SALUNKE**, son of Shri Suresh Balkrishna Salunke, aged 40 years, married, business, Indian National, holding PAN No. BWQPS1226K & Aadhar No. 368717374612, and; (2) Mrs. **SUKANYA SUNIL SALUNKE**, wife of Shri Sunil Suresh Salunke, daughter of Shri Vishwasrao Ganbarao Rane, aged 36 years, housewife, Indian National, holding PAN No. BBWPS6243R & Aadhar No. 677821605187; both residents of Flat No. I/A/S1, Salunke Estates, Vasant Nagar, Harvalem, Taluka Bicholim, Goa, Mob. No. _____; hereinafter referred to as "**THE VENDORS/BUILDERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their partners, successors, executors, legal representatives, attorneys, administrators and assigns) of the **ONE PART**;

A N D

Shri/Smt. _____, son/wife of Shri _____, aged ____ years, married/unmarried, business/service/housewife, Indian National, holding PAN No. _____ & Aadhar No. _____, resident of H. No. _____, Goa, Mob. No. _____, hereinafter referred to as "**THE PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, legal representatives, successors, administrators and assigns) of the **SECOND PART**;

WHEREAS the Vendors/Builders is a Partnership firm, registered with the Registrar of Firms at Mapusa, Goa, under registration No. 17/96 dated 13.1.1996, which was originally constituted by its Partners Smt. Surekha Suresh Salunke, Ms. Sujata Suresh Salunke and Shri Sunil Suresh Salunke and upon the retirement of the Partners Smt. Surekha Suresh Salunke and Ms. Sujata Suresh Salunke, it is reconstituted by the remaining Partner Shri Sunil Suresh Salunke along with the new Partner Mrs.

SUKANYA SUNIL SALUNKE by virtue of Deed of Reconstitution of Partnership dated 9th day of September, 2014 and the same is endorsed by the Registrar of Firms at Mapusa, Goa on 26.09.2014.

AND WHEREAS the Partner Shri **SUNIL SURESH SALUNKE** is representing herein for Self and as duly constituted Power of Attorney for the other Partner Mrs. **SUKANYA SUNIL SALUNKE** by virtue of Power of Attorney dated 6th day of October, 2015, executed before the Sub-Registrar of Bicholim on 08.10.2015 under Registration No. 1111/2015. The true copy of the said Power of Attorney is produced with this Deed in the Office of Sub-Registrar of Bicholim.

WHEREAS the Vendors/Builders are the absolute owners in possession of a plot of land, admeasuring an area of 1550.00 square metres, of the property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", situated at Harvalem, within the limits of Municipal Council of Sanquelim, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, presently surveyed under survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim, and for the sake of brevity the same is hereinafter referred to as "**THE SAID PLOT**".

AND WHEREAS the said plot is the part and parcel of the bigger property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", bearing survey No. 69/2 of Village Harvalem, belonged to Shri Dinkar Vasant Sinai Budkule and his wife Smt. Sharad Dinkar Sinai Budkule and the said plot was jointly purchased by Shri Shaikh Yakub Adam Mamlekar, Shri Yusuf Mamlekar and Shri Shaikh Abdul Salam by virtue of a Deed of Sale dated 27th February, 1992, registered at the Office of Sub-Registrar of Bicholim under Registration No. 75 of Book No. I, Vol. No. 30 dated 4.8.1992.

AND WHEREAS the said plot has been partitioned from the said bigger property by metes and bound and the same has been surveyed as independent and distinct plot under new Survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim.

AND WHEREAS said Shri Shaikh Yakub Adam Mamlekar with his wife Smt. Yasmin Mamlekar, said Shri Yusuf Mamlekar with his wife Smt. Dilshad Mamlekar

and said Shri Shaikh Abdul Salam sold the said plot to Shri Sunil Suresh Fulari by virtue of a Deed of Sale dated 12th day of January, 2005, registered at the Office of Sub-Registrar of Bicholim under Registration No. 37 at pages 141 to 156 of Book No. I, Vol. No. 399 dated 13th January, 2005.

AND WHEREAS by virtue of a Deed of Rectification, Ratification and Confirmation dated 2nd day of January, 2012, registered at the Office of Sub-Registrar of Bicholim under Registration No. 287/2012 at pages 92 to 105 of Book No. I, Vol. No. 959 dated 29th March, 2012, the error occurred in the said Deed of Sale dated 12th day of January, 2005 regard to the area of the said plot has been rectified by the parties and the wife of said Shri Shaikh Abdul Salam namely Smt. Ramiza Bi Shaikh who was not joined as party to the said Deed of Sale dated 12th day of January, 2005, has confirmed the sale made to said Shri Sunil Suresh Fulari under said Deed of Sale dated 12th day of January, 2005.

AND WHEREAS in turn said Shri Sunil Suresh Fulari and his wife Smt. Namrata Sunil Fulari being the absolute owners of the said plot by virtue of said Deed of Sale dated 12th day of January, 2005 and the said Deed of Rectification, Ratification and Confirmation dated 2nd day of January, 2012, sold the said plot to the Vendors/Builders herein by virtue of a Deed of Sale dated 2nd day of January, 2012, registered at the Office of Sub-Registrar of Bicholim under Registration No. 342/2012 at pages 273 to 283 of Book No. I, Vol. No. 962 dated 11th April, 2012.

AND WHEREAS the Vendors/Builders are the absolute owners of the said plot of the property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", bearing survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim, by virtue of said Deed of Sale dated 2nd day of January, 2012 and accordingly, the name of the Vendors/Builders is recorded in the occupant column of Form I & XIV of record of rights in respect of said plot.

AND WHEREAS the said plot has been converted for residential/commercial use vide Sanad bearing No. 6-13-2002/CONV-BICH/747 dated 18.7.2002 issued by the Dy. Collector & S.D.O., Bicholim.

AND WHEREAS the Vendors/Builders got drawn plans for the construction of a commercial/residential building in the said plot and the Department of Electricity, Sankhali has issued NOC bearing No. AE/V-II(R)/Tech-4(D)/2013-14/13484 dated 03.10.2013, the Department of P.W.D., Bicholim has issued NOC bearing No. PWD/WDXXIV/SDII/ F.44/1204/13-14 dated 24.12.2013, the Primary Health Centre, Sankhali has issued NOC bearing No. PHCS\NOC\Const\96\13-14/1225 dated 14.10.2013 and the Vendors/Builders have obtained the Technical Clearance Order bearing No. DC/6628/BICH/TCP-16/1005 dated 03.10.16 from the Town & Country Planning Department, Bicholim and upon obtaining construction licence No. 19/2016-17 dated 23.03.17 from Sanquelim Municipal Council, the Vendors/Builders undertaken the construction of multi-storied building in the said plot consisting of shops and flats named as 'RUDRA RESIDENCY-PHASE II'.

AND WHEREAS the Purchaser herein had approached the Vendors/Builders with a request to purchase a Flat bearing Flat No. _____, having a carpet area of _____ sq. mtrs. and super built-up area _____ sq. mtrs., which includes the share of common staircase, common passages, etc., on the _____ Floor of the said building called as 'RUDRA RESIDENCY-PHASE II' constructed in the said property, (for the sake of brevity is hereinafter referred to as the "SAID FLAT"), more particularly described in the Schedule-II written herein under, and the Vendors have agreed to sell the said flat along with the corresponding proportionate undivided share/right in the said property, to the Purchaser by virtue of Agreement for Sale dated _____, executed between the Vendors & the Purchaser registered in the Office of Sub-Registrar of Bicholim under Registration No. _____ at pages _____ of Book No. I, Vol. No. _____ dated _____ on which the stamp duty of Rs. _____ (Rupees _____ only) has been paid.

AND WHEREAS prior to the execution of said agreement, the Purchaser herein have taken the inspection of all the title documents in respect of said plots and the location of the building and the said flat constructed therein and the Purchaser upon having satisfied with the title of the Vendors herein to the said plots and the legality of the construction of the said building, had agreed to purchase the said flat.

AND WHEREAS the construction of the said building is completed in all respect and the Sanquelim Municipal Council has issued the Occupancy Certificate bearing No. _____ dated _____ and the said flat is assessed under No. _____ for the purpose of assessment of house tax.

AND WHEREAS the Vendors/Builders have agreed to sell and the Purchaser has agreed to purchase the said Flat bearing Flat No. _____, having a carpet area of _____ square metres and super built-up area of _____ square metres, on the _____ Floor of the said building 'RUDRA RESIDENCY-PHASE II', constructed in the part of the said property known as "PANDOVACHE VONVORICODIL BORODO" commonly known as "PANDOVACHE VOVDELCADIL BORODO" bearing Survey No. 69/2-B-V of Village Harvalem, more particularly described in the Schedule-II written herein under, together with the corresponding proportionate undivided share/right equivalent to an area of _____ sq.mtrs. of land in the said property bearing Survey No. 69/2-B-V of Village Harvalem, described in the Schedule-I written herein under, with all its easements and appurtenances free from all encumbrances at or for a total sale price of Rs. _____ (Rupees _____ only) which is its market value.

That the stamp duty of Rs. _____ (Rupees _____ only) has already been paid by virtue of said Agreement for Sale dated _____, registered in the Office of Sub-Registrar of Bicholim under Registration No. _____ at pages _____ of Book No. I, Vol. No. _____ dated _____, in respect of said flat and the land attached thereto, and hence, the stamp duty of Rs. _____ (Rupees _____ only) is paid herewith.

AND WHEREAS the Purchaser herein has physically inspected the said flat and upon having satisfied with the quality of the construction of the said flat and the amenities provided thereto, the Purchaser has taken over the possession of the said flat from the Vendors/Builders.

WHEREAS the Vendors/Builders & the Purchaser hereby declare that the said property does not belong to the Schedule Caste or Schedule Tribe Community, in pursuant to the Notification No. RD/Land/LRC/318/77 dated 21.8.78.

NOW THIS DEED OF SALE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. _____ (Rupees _____ only) paid by the Purchaser to the Vendors/Builders by _____ (payment and receipt whereof the Vendors/Builders do hereby admit and acknowledge), they the Vendors/Builders do hereby sell, grant, assign, transfer, release, convey and assure unto the Purchaser all that Flat bearing Flat No. _____, on the _____ Floor of the said building 'RUDRA RESIDENCY-PHASE II', more particularly described in the

Schedule-II written herein under, together with the corresponding proportionate undivided share/right in the said property bearing Survey No. 69/2-B-V of Village Harvalem, described in the Schedule-I written herein under.

TO HAVE AND TO HOLD, ALL THAT Flat bearing Flat No. _____, on the _____ Floor of the building 'RUDRA RESIDENCY-PHASE II', constructed in the part of the said property known as "PANDOVACHE VONVORICODIL BORODO" commonly known as "PANDOVACHE VOVDELCADIL BORODO" bearing Survey No. 69/2-B-V of Village Harvalem, more particularly described in the Schedule-II written herein under, together with the corresponding proportionate undivided share/right in the property bearing Survey No. 69/2-B-V of Village Harvalem, described in the Schedule-I written herein under, hereby sold, granted, released, conveyed, assured and intended or expressed so to be with it and every of its rights, title, interest and appurtenances, unto and to the use and benefit of the Purchaser forever subject to the payment of taxes if any, to the public body in respect thereof and that it shall be lawful for the Purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy all that Flat bearing Flat No. _____, on the _____ Floor of the said building 'RUDRA RESIDENCY-PHASE II', more particularly described in the Schedule-II written herein under, together with the corresponding proportionate undivided share/right in the said property bearing Survey No. 69/2-B-V of Village Harvalem, described in the Schedule-I written herein under, hereby granted and of every part thereof to and for the own use and benefit of the Purchaser, without any suit, lawful eviction, interruption, claim and demand whatsoever from the Vendors/Builders or by any person or persons.

THAT THE PARTIES HERETO DO HEREBY COVENANTS AS UNDER:

- a) That said flat together with corresponding proportionate undivided share/right in the land beneath it, hereby sold subsists and the Vendors/Builders being lawful and absolute owners have full powers and absolute authority to sell the same.
- b) That the Vendors/Builders have got no objection of whatsoever nature to transfer the said flat hereby sold in favour of the Purchaser by Sanquelim Municipal Council as its lawful and absolute owners. So also the Vendors/Builders have got no objection for transferring the electricity connection of the said flat hereby sold, in favour of the Purchaser by the Department of Electricity.
- c) That the Purchaser shall not at any time demand the partition of his respective corresponding undivided rights and shares in the said property or to have claim over

right and pre-emption in respect of any premises on the basis of the said right and shares.

- d) That the Purchaser shall come forward and co-operate the other occupants of the said building to form the body/Association or any legal entity for the maintenance of the said building shall pay the fees due and payable by the Purchaser for the maintenance of the said Society.
- e) That the Purchaser shall join to and be a member of the body/Association formed by the occupants of the said building for the maintenance and repairs and for rendering any other service for the benefit of the said building and shall pay the necessary fees thereto and the expenses towards common water and electricity consumption from the date of the execution of this Deed.
- f) That the Purchaser shall abide by all such rules and regulations that may be framed from time to time and at all times regarding the maintenance and other matters relating to the buildings/premises in the said portion.
- g) That it shall be mandatory for the Purchaser to obtain the nil dues certificate from the Society/Association/legal entity formed by the occupants of the said building or from the promoter/builder in case of non-formation of the Society/legal entity, pertaining to the payment of up-to-date dues of the said Society/Association/legal entity of said building, for transferring/selling the said flat in favour of any other third person.
- h) That the Purchasers hereby agree and declare that the Vendors/Builders have the absolute authority to make or give any grants, licenses or other rights in respect of use of any building or part thereof in favour of any person(s), except the said flat hereby sold, on such terms and conditions as may be deemed proper by the Vendors/Builders and likewise the Vendors/Builders are entitled to carry out the remaining construction work, if any, of the said building or any construction or development in any portion of the said property and the Purchasers shall not have or raise any objection(s) thereto at any time on any grounds or in enforcement of the undivided right(s) and share(s) in the said property hereby conveyed to him.
- i) The FAR/FSI in respect of the said property will always exclusively belong to the Vendors/Builders and in respect of the sale made hereunder any benefits of increase in FAR/FSI at any time hereafter will exclusively accrue to the Vendors/Builders. AND it is hereby specifically agreed by the Purchasers and the Purchasers covenant that for any further use of FSI/FAR by the Vendors/Builders, the Vendors/Builders shall have all power, authority and right to do the same as per their convenience and

choice, AND in such an event the Purchasers shall have no objection whatsoever for the same nor shall the Purchasers have any claim over it. In short, the use and utility of FSI/FAR shall be within the exclusive domain and authority of the Vendors/Builders.

- j) That the Purchasers shall not have or raise any objection against the Vendors/Builders of the said building in respect of carrying out any constructions of remaining projects in the said property and/or developmental works in any portion of the said property, at any time on any grounds or in enforcement of the undivided right and share corresponding to the said flat.
- k) That in case, if any person or persons claim any right or interest over the said flat or over the proportionate undivided share/right corresponding to the said flat, in the said property, then Vendors/Builders shall be responsible to answer the claim of the said person or persons and to indemnify the Purchaser.
- l) That the possession of the said flat is handed over to the Purchaser on this date of execution of present deed and the Purchaser hereby declare and covenant that construction of the said flat is in accordance with the agreement executed between the Vendors/Builders and the Purchaser and the Purchaser is fully satisfied with internal as well as external work and construction quality of the said flat and the Purchaser has no claim of whatsoever in nature against the VENDORS/BUILDERS, in respect of quality of construction of the said Flat hereby sold and/or in respect of internal works/specifications done therein and/or in respect of amenities provided thereto.
- m) That the Purchaser hereby covenant that the Purchaser shall abide and participate with the door to door garbage collection plan by Sanquelim Municipal Council and the Purchaser further undertake to contribute the necessary charges to Sanquelim Municipal Council in respect of said door to door garbage collection plan.

SCHEDULE-I
(Description of the Plot)

ALL THAT Plot of land, admeasuring an area of 1550.00 square metres, of the property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", situated at Harvalem, within the limits of Municipal Council of Sanquelim, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, presently surveyed under survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim. The said plot is a part and parcel of a bigger

property described in the Land Registration Office under No. 550 of Book B new and not enrolled in the Land Revenue Office for the purpose of Matriz predial and said plot hereby sold, is bounded as under:

On or towards the East : By the remaining part of the said bigger property surveyed under No. 69/2;

On or towards the West : By the remaining part of the said bigger property surveyed under No. 69/2;

On or towards the North: By Sanquelim-Honda public road, and;

On or towards the South: By the part of the property surveyed under No. 69/2-A-U.

SCHEDULE-II
(Description of Flat hereby sold)

All that Flat bearing Flat No. _____, having a carpet area of _____ square metres and super built-up area of _____ square metres, situated on the _____ Floor of the Building known as 'RUDRA RESIDENCY-PHASE II' constructed in the part of the plot described in Schedule-I herein above, bearing Survey No. 69/2-B-V of Village Harvalem, together with the corresponding proportionate undivided share/right equivalent to an area of _____ sq.mtrs. of land of the said plot bearing Survey No. 69/2-B-V of Village Harvalem, described in the Schedule-I herein above and bounded as follows:

On the East : by

On the West : by

On the North : by _____, and;

On the South : by

and the said flat is shown in red colour boundary lining in the plan annexed hereto.

IN WITNESS WHEREOF the Vendors/Builders and the Purchaser have hereunto set and subscribed their respective hands on the day, month and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED }

by withinnamed M/s. **JAGDESH** }

BUILDERS AND REAL ESTATE }

DEVELOPERS, the Vendors/Builders, }

through its Partner Shri **SUNIL SURESH** }

SALUNKE for Self and as duly }

constituted Power of Attorney for the }

other Partner, Mrs. **SUKANYA SUNIL** }

SALUNKE. }

L. H. F. I.

R. H. F. I.

SIGNED AND DELIVERED BY }

WITHINNAMED Shri _____ }

_____, the PURCHASER }

L.H.F.I.

R.H.F.I.

IN THE PRESENCE OF WITNESSES :

1. _____

2. _____

AGREEMENT FOR SALE

This Agreement for Sale is made at Bicholim, Goa, on this ____ day of _____, 20__;

B E T W E E N:

M/s. JAGDESH BUILDERS AND REAL ESTATE DEVELOPERS, a Partnership firm, registered with the Registrar of Firms at Mapusa, Goa, under registration No. 17/96 dated 13.1.1996, reconstituted on 26.09.2014, having its office at 01, Salunke Estate, Vasant Nagar, Sanquelim, Goa and assessed for Income Tax under PAN No. AAEFJ9152E, represented herein by its Partners (1) Shri **SUNIL SURESH SALUNKE**, son of Shri Suresh Balkrishna Salunke, aged 40 years, married, business, Indian National, holding PAN No. BWQPS1226K & Aadhar No. 368717374612, and; (2) Mrs. **SUKANYA SUNIL SALUNKE**, wife of Shri Sunil Suresh Salunke, daughter of Shri Vishwasrao Ganbarao Rane, aged 36 years, housewife, Indian National, holding PAN No. BBWPS6243R & Aadhar No. 677821605187; both residents of Flat No. I/A/S1, Salunke Estates, Vasant Nagar, Harvalem, Taluka Bicholim, Goa, Mob. No. _____; hereinafter referred to as "**THE INTENDING VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their partners, successors, executors, legal representatives, attorneys, administrators and assigns) of the **ONE PART**;

A N D

Shri/Smt. _____, son/wife of Shri _____, aged ____ years, married/unmarried, business/service/housewife, Indian National, holding PAN No. _____ & Aadhar No. _____, resident of H. No. _____, Goa, Mob. No. _____, hereinafter referred to as "**THE INTENDING PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, legal representatives, successors, administrators and assigns) of the **SECOND PART**;

WHEREAS the Vendors is a Partnership firm, registered with the Registrar of Firms at Mapusa, Goa, under registration No. 17/96 dated 13.1.1996, which was originally constituted by its Partners Smt. Surekha Suresh Salunke, Ms. Sujata Suresh

Salunke and Shri Sunil Suresh Salunke and upon the retirement of the Partners Smt. Surekha Suresh Salunke and Ms. Sujata Suresh Salunke, it is reconstituted by the remaining Partner Shri Sunil Suresh Salunke along with the new Partner Mrs. **SUKANYA SUNIL SALUNKE** by virtue of Deed of Reconstitution of Partnership dated 9th day of September, 2014 and the same is endorsed by the Registrar of Firms at Mapusa, Goa on 26.09.2014.

AND WHEREAS the Partner Shri **SUNIL SURESH SALUNKE** is representing herein for Self and as duly constituted Power of Attorney for the other Partner Mrs. **SUKANYA SUNIL SALUNKE** by virtue of Power of Attorney dated 6th day of October, 2015, executed before the Sub-Registrar of Bicholim on 08.10.2015 under Registration No. 1111/2015. The true copy of the said Power of Attorney is produced with this Deed in the Office of Sub-Registrar of Bicholim.

WHEREAS the Intending Vendors are the absolute owners in possession of a plot of land, admeasuring an area of 1550.00 square metres, of the property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", situated at Harvalem, within the limits of Municipal Council of Sanquelim, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, presently surveyed under survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim, and for the sake of brevity the same is hereinafter referred to as "**THE SAID PLOT**".

AND WHEREAS the said plot is the part and parcel of the bigger property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", bearing survey No. 69/2 of Village Harvalem, belonged to Shri Dinkar Vasant Sinai Budkule and his wife Smt. Sharad Dinkar Sinai Budkule and the said plot was jointly purchased by Shri Shaikh Yakub Adam Mamlekar, Shri Yusuf Mamlekar and Shri Shaikh Abdul Salam from said Shri Dinkar Vasant Sinai Budkule and his wife by virtue of a Deed of Sale dated 27th February, 1992, registered at the Office of Sub-Registrar of Bicholim under Registration No. 75 of Book No. I, Vol. No. 30 dated 4.8.1992.

AND WHEREAS Shri Shaikh Yakub Adam Mamlekar, Shri Yusuf Mamlekar and Shri Shaikh Abdul Salam got partitioned the said plot by metes and bound from the said bigger property and the same has been surveyed as independent and distinct plot under new Survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim vide Order dated _____ passed by the Dy. Collector & S.D.O., _____ in Case No. _____.

AND WHEREAS said Shri Shaikh Yakub Adam Mamlekar, Shri Yusuf Mamlekar and Shri Shaikh Abdul Salam further converted the said plot for residential/commercial use vide Sanad bearing No. 6-13-2002/CONV-BICH/747 dated 18.7.2002 issued by the Dy. Collector & S.D.O., Bicholim.

AND WHEREAS by virtue of a Deed of Sale dated 12th day of January, 2005, registered at the Office of Sub-Registrar of Bicholim under Registration No. 37 at pages 141 to 156 of Book No. I, Vol. No. 399 dated 13th January, 2005, said Shri Shaikh Yakub Adam Mamlekar with his wife Smt. Yasmin Mamlekar, said Shri Yusuf Mamlekar with his wife Smt. Dilshad Mamlekar and said Shri Shaikh Abdul Salam sold the said plot to Shri Sunil Suresh Fulari.

AND WHEREAS by virtue of a Deed of Rectification, Ratification and Confirmation dated 2nd day of January, 2012, registered at the Office of Sub-Registrar of Bicholim under Registration No. 287/2012 at pages 92 to 105 of Book No. I, Vol. No. 959 dated 29th March, 2012, the error occurred in the said Deed of Sale dated 12th day of January, 2005 regard to the area of the said plot has been rectified by the parties and the wife of said Shri Shaikh Abdul Salam namely Smt. Ramiza Bi Shaikh who was not joined as party to the said Deed of Sale dated 12th day of January, 2005, has confirmed the sale made to said Shri Sunil Suresh Fulari under said Deed of Sale dated 12th day of January, 2005.

AND WHEREAS in turn said Shri Sunil Suresh Fulari and his wife Smt. Namrata Sunil Fulari being the absolute owners of the said plot, sold the said plot to the Intending Vendors herein by virtue of a Deed of Sale dated 2nd day of January, 2012, registered at the Office of Sub-Registrar of Bicholim under Registration No. 342/2012 at pages 273 to 283 of Book No. I, Vol. No. 962 dated 11th April, 2012.

AND WHEREAS the Intending Vendors are the absolute owners of the said plot of the property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", bearing survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim, by virtue of said Deed of Sale dated 2nd day of January, 2012 and accordingly, the name of the Intending Vendors is recorded in the occupant column of Form I & XIV of record of rights in respect of said plot.

AND WHEREAS the Intending Vendors got drawn plans for the construction of a commercial/ residential building in the said plot and has obtained the Technical Clearance Order bearing No. DC/6628/BICH/TCP-16/1005 dated 03.10.16 and upon obtaining construction licence No. 19/2016-17 dated 23.03.17 from Sanquelim Municipal Council, the Vendors have undertaken the construction of multi-storied building in the said plot consisting of shops and flats named as '**RUDRA RESIDENCY-PHASE II**'.

AND WHEREAS the INTENDING PURCHASER has approached the INTENDING VENDORS to purchase a Flat bearing Flat No. _____, having carpet area of _____ sq. mtrs. and super built-up area _____ sq. mtrs., which includes the share of common toilet, etc., on the _____ Floor of the said building called as '**RUDRA RESIDENCY-PHASE II**' to be constructed in the said plot, (for the sake of brevity is hereinafter referred to as the "**SAID FLAT**"), more particularly described in the Schedule-II written herein under, together with the corresponding proportionate undivided share/right in the said plot attached to the said Flat and the Intending Vendors has agreed to construct & sell the said flat along with the corresponding proportionate undivided share/right in the said plot attached to the said Flat to the INTENDING PURCHASER on the terms and conditions more particularly set out here under.

AND WHEREAS the Intending Purchaser has inspected and verified the documents of title of the Intending Vendors and the documents related to the construction of the said building and upon satisfying with the title of the Intending Vendors and the legality of said construction, the Intending Purchaser has agreed to purchase the said premises. So also the Purchaser has verified the location and site of the property including the egress and ingress thereof and also the area of the premises as stated in this Agreement and agreed not to dispute the same.

WHEREAS the Intending Vendors & the Intending Purchaser hereby declare that the said property does not belong to the Schedule Caste or Schedule Tribe Community, in pursuant to the Notification No. RD/Land/LRC/318/77 dated 21.8.78.

NOW THIS AGREEMENT FOR SALE WITNESSETH AS UNDER:

1. The INTENDING VENDORS shall construct & sell to the INTENDING PURCHASER a Flat premises bearing Flat No. _____, having carpet area of _____ sq. mtrs. and super built-up area _____ sq. mtrs., on the _____ Floor of the building called as '**RUDRA RESIDENCY-PHASE II**' more particularly described in Schedule-II given hereunder, to be constructed as per the specification given in Schedule-III written herein under by the INTENDING VENDORS in the plot described in Schedule-I given herein below, together with the corresponding proportionate undivided share/right in the said plot attached to the said Flat, for a total sale consideration of Rs. _____ (Rupees _____ only).
2. The INTENDING PURCHASER shall pay the said sale consideration of Rs. _____ (Rupees _____ only) to the Intending Vendors in following manner:
 - a) Rs. _____ (Rupees _____ only) as token money before the execution of the Agreement which is paid by the Intending Purchaser to the Intending Vendors by cash. The payment and receipt whereof, the Intending Vendors do hereby admit and acknowledge.
 - b) Rs. _____ (Rupees _____ only) on or before completion of plinth level.
 - c) Rs. _____ (Rupees _____ only) on or before completion of first slab.
 - d) Rs. _____ (Rupees _____ only) on or before completion of second slab.

- e) Rs. _____ (Rupees _____ only) on or before completion of third slab.
- f) Rs. _____ (Rupees _____ only) on or before completion of masonry work & internal finishing work of said flat.
- g) Balance Rs. _____ (Rupees _____ only) at the time of handing over of possession.

Service Tax and VAT/GST, if any, shall be extra as applicable.

The possession of the said flat is not handed over to the Intending Purchaser and the same will be handed over to the Intending Purchaser on execution and registration of sale deed in respect of said flat and land attached thereto in favour of the Intending Purchaser in the Office of Sub-Registrar of Bicholim.

3. Upon the receipt of total sale consideration hereinabove fixed under this agreement from the Intending Purchaser, the Intending Vendors/Builders along with the Confirming Parties shall transfer the said Flat with undivided share in the land attached thereto, in the name of Intending Purchaser by executing the Deed of Sale in favour of the Intending Purchaser.

4. The Intending Vendors/Builders shall deliver the possession of the said Flat in favour of Intending Purchaser on or before the expiry of six months from the date of this agreement and in case the Intending Vendors/Builders fails to deliver the possession of the said Flat within said time limit except for the reasons stipulated in clause no. 6 herein below, then the Intending Purchaser shall be entitled to get simple interest at the rate of 16% p.a., on the amount so paid by the Intending Purchaser to the Intending Vendors/Builders, PROVIDED THAT the Intending Purchaser shall pay the consideration within time stipulated in the clause No. 2 mentioned herein above OR the Intending Purchaser may demand for the refund of all the money paid by him to the Intending Vendors/Builders with simple interest at the rate of 16% p.a., if desired by the Intending Purchaser by cancelling the present agreement.

5. The Intending Vendors/Builders shall by a notice in writing either by Registered Post A/D or hand delivery intimate the completion of the said Flat or other premises to the Intending Purchaser on following address :

Shri _____,

resident of House No. _____,
_____;

And within a period of eight days from the date of receipt of such notice, the Intending Purchaser shall take the delivery of said premises failing which the Intending Purchaser shall be deemed to have taken possession and delivery thereof.

6. The Intending Vendors/Builders shall not incur any liability if they are unable to complete the construction and/or deliver possession of the said premises within the period stipulated in clause no. 4, if the completion of the Scheme is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God, or as a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or on account of any Court order or for any other reason or unforeseen circumstances, beyond the control of the Intending Vendors/Builders. In any of the aforesaid events the Intending Vendors/Builders shall be entitled to reasonable extension of time for completion and delivery of possession of the said Flat as may be certified by the Architect or agreed mutually between the parties hereto.

7. If, at any time prior to the execution of the Deed of Sale and/or handing over the possession of the said flat to the Intending Purchaser as stipulated in this Agreement, the floor area ratio presently applicable to the said amalgamated plot described in Schedule-I hereto which is unutilised at present and if increased in future, such increase shall belong to the benefit of and occur to the Intending Vendors/Builders alone, without any rebate to the Intending Purchaser. The Intending Purchaser shall not be entitled to object such increase for any reason whatsoever.

8. That the amounts and deposits to be paid for the electric connections, if any, in respect of the said flat shall be paid by the Intending Purchaser.

9. All the expenditure incurred or to be incurred for the execution of this agreement or for the execution of any other documents or finalising the final Deed of Transfer/sale in favour of the Intending Purchaser and/or the expenses incurred on or account of any taxes levied or to be levied by the Government/Quasi-Government/any competent authority, then the same shall be exclusively borne by the Intending Purchaser.

10. All the taxes present or future such as Service Tax/VAT/GST, Infrastructure Tax, etc. if levied by the Central/State Government until the time of execution of Sale Deed in

favour of the Intending Purchaser, then the Intending Purchaser shall become liable to pay the same in addition to the sale consideration and other amount thereto stipulated herein.

11. The parties hereto agree that all questions and disputes regarding completion of stages of construction or final completion of the building, or time fixed for the payment of instalments, shall be finally settled by a certificate of such stage or final completion certificate by a qualified Architect or RCC Consultant and such certificate shall be binding on both the parties.

12. If the Intending Purchaser desires to make any changes in the specification or layout, the Intending Vendors/Builders may at their sole discretion, carry out such changes provided that additional cost of such changes if paid by the Intending Purchaser as per the market rate or as per the rate mutually agreed between the parties in writing. The market rate will be such, as will be certified by such Architect or RCC Consultant. The Intending Purchaser shall have to pay the additional cost of such changes/additions before the relative item of work is taken up for execution.

However, the Intending Purchaser is required to intimate in writing such changes in the specifications and layout, to the Intending Vendors/Builders, on or before expiry of 30 days from the date of execution of this agreement.

13. The Intending Purchaser shall have to join any Co-operative Society, Registered Society, or any other Institution/Association which may be formed by the occupants of the said building to be constructed in the said amalgamated plot and shall have to pay his proportionate share towards monthly maintenance, repairs and other charges.

14. It is HEREBY AGREED that it shall be lawful but not obligatory for the Intending Vendors/Builders to bear the expenses or pay the bills for the common lighting arrangements and for maintenance of common amenities to the building on its completion until the time the Society of concerned body is formed and takes over the liability to pay for such expenses or bills and in the event, the Intending Vendors/Builders having borne such expenses or paid such bills, they shall be entitled to recover from the PURCHASER the respective share of such expenses, within eight days from the date of receipt of Registered A.D. and/or hand delivery notice or intimation from the Intending Vendors/Builders in that behalf unless the Society or the concerned body pay the Intending Vendors/Builders in that regards.

15. At the time of taking over the possession, the Intending Purchaser shall thoroughly inspect or get inspected the said Flat for the quality of construction and for defects, if any, and get the same cured before taking over the possession. After the possession is taken over by the Intending Purchaser from the Intending Vendors/Builders, the Intending Purchaser shall be forbidden from raising any claim against the Intending Vendors/Builders of whatsoever nature.

16. The Intending Purchaser shall have no right to transfer/assign or sell his rights and interests created by virtue of this agreement unless the same is duly consented by the Intending Vendors/Builders.

17. Upon the delivery of possession of the said Flat or other premises by the Intending Vendors/Builders to the PROSPECTIVE PURCHASER, any house tax payable after such date shall be paid by the Intending Purchaser solely.

18. That the Intending Vendors/Builders shall be entitled for taking the further construction of remaining floor, if any, and the Intending Purchaser shall not claim any sort of objection and/or right and/or obstruct the Intending Vendors/Builders for going ahead with the remaining construction works in the said amalgamated plot.

19. The Intending Purchaser does hereby agree and declare that he has inspected all the title and legal documents in respect of said amalgamated plot and the construction of the said building and the Intending Purchaser is fully satisfied about the legality in respect of said construction and the said amalgamated plot and is further satisfied of the authority of the Intending Vendors/Builders to execute this agreement.

20. That in case the Intending Purchaser demands/express his desire to cancel/terminate the present agreement at any time with a request to refund the money paid by the Intending Purchaser to the Intending Vendors/Builders, in that case, the Intending Purchaser shall be liable to pay to the Intending Vendors/Builders an amount equal to 10% of the total consideration as cancellation charges/compensation towards loss/damages and upon adjusting the said cancellation charges/compensation, the Intending Vendors/Builders shall refund the balance amount so received by the Intending Vendors/Builders to the Intending Purchaser at the time of execution of the necessary document for cancellation.

21. Upon the execution of the Sale Deed in favour of the Intending Purchaser by the Intending Vendors/Builders with the consent of the Confirming Parties, the Intending

Purchaser shall immediately within six months from the date of execution of sale deed, carry out the process of transfer of house tax and electricity connection in respect of said flat in the name of the Purchaser in the Office of concerned Department/Authority at the cost of the Intending Purchaser and in case of failure, the Intending Purchaser shall be solely responsible for the action taken by the said concerned authority and to pay the penalties, if any, thereto to the concerned department.

22. Both the parties shall specifically perform this agreement.

23. Any dispute arising between parties hereto and settlement of which is not otherwise provided in this agreement, shall be settled by the Architect to the project or RCC Consultant and his decision shall be binding on both the parties.

24. The possession of the said flat is not handed over to the Intending Purchaser at the time of execution of this Agreement.

25. That the stamp duty Rs. _____ (Rupees _____ only) is paid herewith.

SCHEDULE-I
(Description of the Plot)

ALL THAT Plot of land, admeasuring an area of 1550.00 square metres, of the property known as "PANDOVACHE VONVORECODIL BOROD" commonly known as "PANDOVA CHEN VOUDELEACODIL BORODO", situated at Harvalem, within the limits of Municipal Council of Sanquelim, Taluka & Registration Sub-District of Bicholim, North Goa District, State of Goa, presently surveyed under survey No. 69/2-B-V of Village Harvalem, Taluka Bicholim. The said plot is a part and parcel of a bigger property described in the Land Registration Office under No. 550 of Book B new and not enrolled in the Land Revenue Office for the purpose of Matriz predial and said plot hereby sold, is bounded as under:

On or towards the East : By the remaining part of the said bigger property surveyed under No. 69/2;

On or towards the West : By the remaining part of the said bigger property surveyed under No. 69/2;

On or towards the North: By Sanquelim-Honda public road, and;

On or towards the South: By the part of the property surveyed under No. 69/2-A-U.

SCHEDULE-II

(Description of Flat)

All that Flat bearing Flat No. _____, having a carpet area of _____ sq. mtrs. and super built-up area of _____ square metres, situated on the _____ Floor of the Building known as 'RUDRA RESIDENCY-PHASE II' under construction in the part of the plot described in Schedule-I herein above, bearing Survey No. 69/2-B-V of Village Harvalem, together with the corresponding proportionate undivided share/right in the said plot bearing Survey No. 69/2-B-V of Village Harvalem, described in the Schedule-I herein above and bounded as follows:

On the East : by

On the West : by

On the North : by _____, and;

On the South : by

and the said flat is shown in red colour boundary lining in the plan annexed hereto.

SCHEDULE - III

(Specification of the Premises)

1. STRUCTURE:

The building will be R.C.C. structure with 23 cms. thick laterite or block or concrete blocks walls externally and single brick wall with R.C.C. band at lintel level for partition. All plinth work will be in laterite stone masonry.

2. ROOFING:

The Roofing will be R.C.C. Slab 12 cm. thick with total waterproofing treatment.

3. **PLASTER:**

The walls will be finished with 12 mm cement plaster internally with neeru finish and with 18 mm thick sand faced plaster externally.

4. **FLOORING:**

The Flooring will be of vetrified tiles. The daddo upto one meter height in W.C. and one & half metre in the bathroom shall be provided with ceramic tiles.

5. **KITCHEN:**

The Kitchen will be provided with the cooking platform in Granite top with stainless steel sink. The wall backing the platform will be provided with 0.45 metres height ceramic tiles. Partition of khadapa will be provided below the platform.

6. **TOILET & BATHROOM:**

There will be one independent unit consisting of a Indian W.C. and bathroom will be provided with shower rose tap and common wash basin and tap. The floors of the toilet and 60 mm daddos in walls will be waterproof.

7. **DOORS AND WINDOWS:**

The frame of the door and windows will be Matti/Sal wood and the entrance door will be of Teak wood paneled door of 1.00 mtrs. width with good quality night latch. Remaining doors will be 32 mm flush doors. Bathroom & W.C. will be provided with P.V.C. doors. All the windows will be of aluminium frames with grills.

8. **ELECTRICAL INSTALLATION:**

The electrical wiring and the connection to the said building shall be in accordance with the approvals from the Department of Electricity. Electrical wiring will be concealed copper wiring.

9. PLUMBING AND DRAINAGE:

The Plumbing will be in G.I. or P.V.C. rigid pipe lines for water supply. The drainage shall be through P.V.C. rigid pipes. Bathroom and sanitary fittings will of standard Company. Provision for water outlet for washing machine will be provided in the bathroom.

10. INTERNAL PAINTING:

The internal walls will be painted with two coats of oil bound distemper, ceiling with two coats or white paint and doors and window grills will be painted with two coats of oil paint.

11. EXTERNAL PAINTING:

The building will be painted with two coats of cement paint such as snowcem or equivalent.

12. WATER SUPPLY:

The Building will be provided with water sump below, with electric motor installed for smooth supply of water to common overhead tank provided to the building.

13. EXTRA WORK:

Any other extra work or other quality materials other than mentioned above, are required to be used, then the Purchaser shall intimate to the Intending Vendors/Builders accordingly in advance and the same will be executed by the Intending Vendors only after the amount corresponding to the cost of extra work and/or the materials to be used, is paid in advance by the Intending Purchaser to the Intending Vendors/Builders.

14. GENERAL:

Vendors shall obtain the permanent electricity connections to the said flat in the name of the Intending Purchaser from the respective Government Departments at costs of the Purchaser and for that purpose, the Intending Purchaser shall sign all the necessary forms, applications, etc. to be submitted to said concerned authority.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement for Sale on the day, month and the year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED }
by withinnamed M/s. **JAGDESH** }
BUILDERS AND REAL ESTATE }
DEVELOPERS, the Intending Vendors, }
through its Partner Shri **SUNIL SURESH** }
SALUNKE for Self and as duly constituted }
Power of Attorney for the other Partner, }
Mrs. **SUKANYA SUNIL SALUNKE**. }

L. H. F. I.

R. H. F. I.

SIGNED AND DELIVERED BY }
WITHINNAMED Shri _____ }
_____, the INTENDING }
PURCHASER. }

L.H.F.I.

R.H.F.I.

IN THE PRESENCE OF WITNESSES:

1. _____

2. _____