

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE, is made and entered on this Day of in the year Two Thousand Nineteen (..../..../2019), within the registration sub District and Taluka Ponda, District of South-Goa, State of Goa.

B E T W E E N

1. **MR. ROOFMAN**, a Partnership Firm registered under the Indian Partnership Act 1932, having its office at Ponda- Goa, having PAN No. AAHFR3686G and represented herein by its Managing Partners

[1] **MRS. VRUSHALI MAGAN MARDOLKAR** alias **VRISHALI MARDOLKAR** alias **LATA VITOL COTOMBIKAR**, widow of late Magan Bakul Mardolkar, aged 59 years, service, Indian National, holder of PAN Card No. APFPM2210E, Aadhar Card No.

931728749911 and resident of H.No. 597/2, Mardol, Ponda-Goa.

[2] MR. AMOD MAGAN MARDOLKAR, son of late Magan Bakul Mardolkar, aged 30 years, bachelor, businessman, Indian National, holding PAN Card No. APFPM2201P, Aadhar Card No. 549371505430, email id amodmardolkar@gmail.com and resident of H.No. 597/2, Mardol, Ponda-Goa, hereinafter referred to as "**THE VENDOR**" (which expression shall unless repugnant to the context of meaning thereof be deemed to mean include the partners of the time being and from the time to time and their respective heirs, executors, administrators, legal representatives assignee) of **THE FIRST PART**.

AND

3. MR/MRS., son/wife
of Mr.....,
aged years,
occupation.....,
married/unmarried, Indian National, residing
at H. No.and
having Pan Card No. , Aadhar
Card No....., EPIC Card No.
..... hereinafter referred to
as the **“PURCHASER”** (which expression
unless repugnant to the context or meaning
thereof shall be deemed to include his heirs
successors, legal representatives, executors,
administrators and assigns) of **THE SECOND
PART.**

WHEREAS, there exists an immovable property known
as “HARDIEM VADEVORIL BAGAET SIGAM PASSOL”,
commonly known as “SEGRA PASSOL”, also as
“GALLI”, situated at Mardol, totally admeasuring 4102
square meters, within the jurisdiction of V. P. Veling-
Priol-Cuncolem, Taluka and Registration Sub-district
of Ponda, District of North Goa (South Goa New), State
of Goa, described in the Land Registration Office at
Ilhas under no. 22714 at page 103 of Book B-61(New),
enrolled in Taluka Revenue Office under 730, and
presently surveyed under new survey number. 50, sub-
division 2 of village Priol, Taluka Ponda, hereunder
written and hereinafter referred to as “SAID LARGER
PROPERTY”;

AND WHEREAS, SAID LARGER PROPERTY was originally owned by Constancio Rosario Miranda Teodonio Manuel Miranda;

AND WHEREAS, in terms of Deed of Gift dated 13/10/1885 the heirs of said Constancio gifted the said land to Fabrica de Igreja de Nossa Senhora de Piedade de Mardol, having the Church of Our Lady Of Piety and consequently the said land was inscribed in the name of said Fabrica in the land registration office at Ilhas under inscription no. 28132 of Book G-41;

AND WHEREAS, said fabrica sub-divided the said land into smaller Plots for the purpose of construction of houses and the Apostolic Administrator of the Archdiocese of Goa and Daman, vide its approval dated 08/07/1969 has authorized the sale of such sub-divided plots;

AND WHEREAS, the said Chapel of Nossa Senhora de Piedade of Mardol through its Managing Committee, by virtue of two deeds being one dated 10th March 1971 duly registered before the sub- Registrar office of Ponda under document bearing serial no. 77 at pages 374 of Book no. I, Volume 10 dated 09/03/1972 sold and conveyed to Antonio Manuel Marques, six of such subdivided plots being:

- a) Plot A of an area of 1796 sq.mts.
- b) Plot No. 6 of an area of 405 sq.mts.
- c) Plot No. 7 of an area of 375 sq.mts.
- d) Plot No. 8 of an area of 378 sq.mts.
- e) Plot No. 9 of an area of 639 sq.mts.

f) Plot No. 22 of an area of 639 sq.mts.

which portions are adjoining to one another.

AND WHEREAS, vide Deed of Gift dated 17th day of June 1977 duly registered with the Sub-Registrar Office of Ponda under registration no. 307 at pages 285 to 292 of book no. 1, volume 42 dated 06/09/1977, read with the deed of Rectification dated 29th October 1993 duly presented before the Sub-Registrar Office of Ponda under document serial no. 899/1993, said Antonio Manuel Marques and wife Maria Gloria Rodrigues e Marques gifted the said plots A, 6, 7, 8 and 9 and 22 to their son the Mr. Jose Custodio Eduardo Marques, who by operation of law of communion of assets acquired ownership in the said plots along with Mrs. Genevieve Marques being his legally wedded wife;

AND WHEREAS, M/s Roofman, a partnership firm, vide Deed of Sale dated 07th February 2008, registered before the Sub-Registrar of Ponda at registered no. 391/08, of Book I, Volume 1233, at pages 249 to 267, on 19/02/2008, a Plot identified as Plot No. 22 admeasuring 639 square meters and vide deed of sale dated 07th February 2008, registered before the Sub-Registrar of Ponda at registered no. 392/08, of Book-I, Volume 1233, at pages 268 to 288, on 19/02/2008, a Plot identified as Plot A admeasuring 1930 square meters of SAID LARGER PROPERTY, purchased from said Mr. Jose Custodio Eduardo Marques and Mrs. Genevieve Marques in the SAID LARGER PROPERTY and thus acquired absolute rights to the SAID PLOTS more particularly described in SCHEDULE I AND II, hereunder written;

AND WHEREAS, in the course of recent survey conducted under the Land Revenue Code, the said Plot No. 22 is surveyed under new survey no. 51/6 of village Priol, Taluka Ponda, and the Plot No. A is surveyed under survey no. 51/1-A of Village Priol, Taluka Ponda;

AND WHEREAS, the VENDOR as absolute owners in possession of the SAID PROPERTY, with all necessary and due permission, licenses, NOCs, approvals, Conversion Sanad etc. from the concerned authority, after amalgamating the SAID PLOTS have commenced the construction of two Buildings and 5 Row Houses known as “BRAHMA”, “VISHNU” and “MAHESH” in the SAID PLOTS; and hereinafter referred to as “SAID PROPERTY”;

AND WHEREAS, the PURCHASER have inspected all the relevant document regarding the ownership and possession of the SAID PROPERTY and are fully satisfied that the VENDOR have a clear title to the SAID PROPERTY;

AND WHEREAS, the PURCHASER have also inspected all the relevant licenses and approvals and the approved plans and is satisfied that the same are in order;

AND WHEREAS upon the death of one of the partner Mr. Magan Bakul Mardolkar on 17/05/2014, the said partnership was continued by the continuing partner Mr. AMOD MAGAN MARDOLKAR along with the new partner Mrs. VRUSHALI MAGAN MARDOLKAR alias VRISHALI MARDOLKAR alias LATA VITOL COTOMBIKAR by virtue of executing a Deed of Reconstitution of Partnership, who is therefore the

exclusive owner of the said plots and the construction which is being carried on in the said plots.

AND WHEREAS Mr. Roofman with a view to construct a residential buildings and Row houses on the SAID PROPERTY, got the said area duly converted to residential purpose by obtaining the Sanad from the Office of the Additional Collector-I, North Goa District, under Sanad No. RB/CNV/PON/29/2009 dated 03/02/2010.

AND WHEREAS Mr. Roofman, in order to construct a residential building therein obtained technical clearance order from the Town and Country planning dept. Ponda vide order No. TPP/157/Priol/51/2014/1407 dated 12/02/2014.

AND WHEREAS Mr. Roofman obtained the Construction License from the office of Village Panchayat Veling Priol Cuncollem, under ref. no. VP/VPC/Const. Licence/2014-15/2424 dated 16/12/2014.

AND WHEREAS Mr. Roofman obtained another Technical Order from the Town and Country Planning Dept. vide order no. TPP/157/Priol/51/2016/544 dated 28/04/2016 for which the Village Panchayat of Veling Priol Cuncollem issued Construction Licence vide its letter under ref. no. VP/VPC/Const. Licence/2016-17/869 dated 13/05/2016.

AND WHEREAS upon the completion of the construction of the Row Houses in all respects consisting of 5(five) Row Houses which is being named and styled as "MAHESH" the Town and Country Planning Department gave its consent vide its

Completion order under ref. no..... dated
.....

AND WHEREAS the office of Village Panchayat Veling Priol Cuncolem issued an Occupancy Certificate under ref. no. VP/VPC/Occupancy Cert/ dated

AND WHEREAS, the PURCHASER is desirous of purchasing from VENDOR a Row House bearing no., having square meters of super built up area (inclusive of built up area admeasuring Sq. Mts; Balcony(1) admeasuring Sq. Mts; Balcony(2) admeasuring Sq. Mts and Staircase admeasuring Sq. Mts.) having ground and first floor along with the parking space located on the ground floor of the row house “MAHESH”, constructed on the SAID PROPERTY, which Row House is more particularly described in SCHEDULE III written hereunder, and hereinafter referred to as “SAID ROW HOUSE”, delineated on the plan annexed hereto in red boundary line, along with undivided proportionate right in the SAID PROPERTY commensurate to the area of the SAID ROW HOUSE, for a total consideration of Rs./- (Rupees..... Only) which is the fair market value of the SAID ROW HOUSE and undivided proportionate right in the SAID PROPERTY, on the terms and conditions hereinafter agreed upon.

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:**

1) The VENDOR shall construct the Said Row Houses on the Said Property in accordance with the plans, designs, and specifications as approved by the concerned competent authority from time to time wherever applicable. Provided that the Vendor shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the SAID ROW HOUSE of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

2) VENDOR hereby agree to sell to the PURCHASER and the PURCHASER hereby agree to purchase from the VENDOR, the SAID ROW HOUSE bearing no. , having square meters of super built up area (inclusive of built up area admeasuring Sq. Mts; Balcony(1) admeasuring Sq. Mts; Balcony(2) admeasuring Sq. Mts and Staircase admeasuring Sq. Mts.) having ground floor and the first floor along with the covered parking space located on the ground floor of the Row House “MAHESH”, the SAID ROW HOUSE being more particularly described in the SCHEDULE III written hereunder and delineated in red color outline on the plan annexed hereto, constructed on the SAID PROPERTY, for a total consideration of Rs/- (Rupees..... Only).

3) The PURCHASER hereby agrees to purchase from the VENDOR and the VENDOR hereby agrees to sell to the PURCHASER covered parking bearing no. situated on thefloor being constructed in the layout for the construction of Rs...../-.

4) The total aggregate consideration amount for the SAID ROW HOUSE including the covered parking space is thus Rs...../-.

5) At the time of execution of this Agreement the PURCHASER has paid to the VENDOR an amount of Rs/- (Rupees..... Only)(not exceeding 30% of the total consideration) vide cheque bearing no..... drawn on The Bank, Branch, dated, paid by the PURCHASER to the VENDOR as advance payment, the receipt whereof, the VENDOR do hereby admit, acknowledge and confirm.

6) The PURCHASER hereby agrees to pay to the VENDOR the Balance amount of Rs./- (Rupees Only) within 60 days from execution hereof and at the time of handing over of the possession of the SAID ROW HOUSE to the PURCHASER and at the time of execution of Sale Deed.

7) Possession of the SAID ROW HOUSE has not been handed over to the PURCHASER with the execution of this Agreement for Sale and will be done on the payment of balance consideration and on the day of execution of Sale Deed.

8) PURCHASER represent and Covenant with the VENDOR as under:

a) The PURCHASER prior to the execution hereof have perused the Regulations, Notifications, Permissions, documents and has otherwise satisfied himself about the right, title and interest of the VENDOR over the SAID PROPERTY.

b) The PURCHASER have also inspected and /or otherwise satisfied about the building plans detailed specifications, pricing, details of the project etc. and is desirous of acquiring the SAID ROW HOUSE.

c) The PURCHASER is entering into this agreement after having fully understood and satisfied with the title of the SAID PROPERTY, project details, pricing etc. and full knowledge of the rules, regulations, notifications, guidelines, applicable laws, his rights, duties, obligations etc.

d) The PURCHASER shall make timely payment of all amounts under this agreement whether demanded or not by the VENDOR, time being essence. In case of default of payment of any amount in time by the PURCHASER, the PURCHASER shall be liable to pay to the VENDOR interest at the rate of 18% per annum compounded every month on all the amounts which become due and payable by the PURCHASER to the VENDOR under the terms of this agreement. Provided further that any amount paid by the PURCHASER to the VENDOR shall be first appropriated towards interest, if any, and the balance towards the principal amount.

e) The right of the VENDOR to receive interest as aforesaid shall not entitle the PURCHASER to delay the payment on its due date nor shall it amount to or be construed as a waiver on the part of the VENDOR of any of its rights, remedies and privileges available for termination of this Agreement, in case of default in payment committed by the PURCHASER.

f) If the PURCHASER fails to clear all his dues along with interest @18% per annum within 45 days from the date the said amount become payable and/or PURCHASER committing default in payment on due date of the amounts payable under this agreement, and/or on the PURCHASER committing breach of any of the terms and conditions herein-contained, the VENDOR shall be entitled at its own option to cancel and terminate this agreement in which event all rights, title, interest and privileges of the PURCHASER over the SAID ROW HOUSE shall stand extinguished and the PURCHASER shall have no further right, title, interest and privileges over the SAID ROW HOUSE and the VENDOR shall be entitled to transfer the SAID ROW HOUSE to any other person at the risk and the cost of the PURCHASER. The VENDOR apart from interest @ 18% per annum on all delayed payments, shall also be entitled to claim liquidated damages of 10% of the total cost of the SAID ROW HOUSE from the PURCHASER, on the date of termination of this agreement. In case if the SAID ROW HOUSE is sold for an amount less the consideration which was agreed to be paid by the PURCHASER, than the PURCHASER shall be liable to make good the losses suffered which

shall be liable to be deducted from the amounts already paid by the PURCHASER.

9) It is hereby agreed by the VENDOR and the PURCHASER that the VENDOR have No-Objection, if the PURCHASER obtain/s loan from any financial organization PROVIDED full balance payment of consideration towards the SAID ROW HOUSE is paid by the PURCHASER or on behalf of the PURCHASER by the Bank, to the VENDOR within the period stipulated herein above. In case of non-compliance of the same, this Agreement shall stand terminated and cancelled with immediate effect without further notice to PURCHASER. Upon such termination the VENDOR shall be at liberty to sell off the SAID ROW HOUSE to any other person of VENDOR choice at such price as the VENDOR may determine and the PURCHASER shall not be entitled to object or question the said sale. However the VENDOR shall refund the entire amount paid by the PURCHASER to the VENDOR after the SAID ROW HOUSE is sold to any other buyer and fifteen days after the payment is received from the new buyer. VENDOR shall be entitled to sell the SAID ROW HOUSE at higher price than agreed by the PURCHASER under this Agreement and amount received in excess shall be the property of VENDOR and PURCHASER shall not claim the same nor raise any dispute about the same.

10) In case of any variations or alterations in the Plans, etc. by the architect of the VENDOR or by any competent authority so as not to reduce the total area of the SAID ROW HOUSE the PURCHASER hereby

expressly consent to the same and the VENDOR shall not be required to take any further permission in this regards from the PURCHASER as the provision of this clause shall be considered as written consent of the PURCHASER.

11) The construction of the building and the SAID ROW HOUSE shall be in accordance with the plans duly approved which are accepted by the PURCHASER. Any different and additional items, fixtures, specifications, fitting or special amenities may be provided at the discretion of the VENDOR only on written request from the PURCHASER upon payment of additional cost, at the market rates, of such changes/additions before the relative item of work is taken up for construction and for purpose of payment it will be considered as an extra item.

12) After taking possession of the SAID ROW HOUSE, the PURCHASER shall be liable to pay.

- i) all taxes or charges of Panchayat taxes and other services/outgoings payable in respect of the said services;
- ii). Deposits that may be demanded by or paid to Electricity and water Works Department for purpose of giving connection to the SAID ROW HOUSE/flat;
- iii). Insurance premium if any;
- Iv). Outgoing for maintenance management of the building, common lights, staircase, salaries of watchman and sweeper and other expenses necessary and incidental to the management and maintenance or the SAID PLOTS and BUILDING.

Until the Entity/Society is formed and the building transferred the PURCHASER shall pay to the VENDOR such proportionate share as contribution towards the outgoings. The amount so paid by the PURCHASER towards the maintenance outgoing shall carry no interest. This amount shall remain with the VENDOR until the conveyance is executed in favour of the Entity/Society or individual purchaser/s. On such conveyance being executed the aforesaid deposit shall be paid over by the VENDOR to the Entity or Association of persons.

v) GST as may be applicable.

13) It is hereby agreed by the VENDOR and the PURCHASER that there shall be common water connection meter for all three buildings known as "BRAHMA", "VISHNU" and "MAHESH".

14) The PURCHASER undertake to pay such provisional contribution and such proportionate share of outgoing or pay the amount of such deposits or charges towards Electricity and water connection incurred by the VENDOR at the time of taking over possession of the SAID ROW HOUSE or within fifteen days of demand whichever is earlier and further hereby declares and agrees not to withhold the said payments for any reasons whatsoever.

15) The PURCHASER shall upon taking possession of the SAID ROW HOUSE be entitled to the use and occupation of the same but shall

not after taking such possession be entitled to raise any claim or objections against the VENDOR in respect of any item of work in the SAID ROW HOUSE, supposedly not been carried out or completed. Cracks, dampness shall not be considered as defective work unless the Architect of the VENDOR opines otherwise. Similarly the VENDOR shall not be responsible for colour/size variations in painting, flooring tiles, wall tiles or any sanitary fittings, etc.

16) PURCHASER shall from the date of possession maintain the SAID ROW HOUSE at their own costs, in good and tenantable repair and condition.

17) PURCHASER upon taking possession of the SAID ROW HOUSE hereby agree and covenant as follows:

a) Not to use the SAID ROW HOUSE for any illegal or immoral purpose or for any purpose other than for which it is allowed by the local authority.

b) Not to cause hindrance, nuisance or annoyance to the occupiers of the neighbouring flat and properties.

c) Not to store in the SAID ROW HOUSE any hazardous or combustible goods so as to damage the construction/structure of the building.

d) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID ROW HOUSE in the compound of

the building or any portion or part of the said property.

- 18) Nothing herein contained is intended to be nor shall be construed as Grant, demise, conveyance or Assignment in law of the SAID ROW HOUSE or land or any part thereof in favour of the PURCHASER until all the amounts due under this Agreement are duly paid and until the execution of the SALE DEED in favour of the PURCHASER.
- 19) VENDOR shall have first and paramount lien and charge on the SAID ROW HOUSE in respect of any amount payable by the PURCHASER under the terms and conditions of this Agreement.
- 20) If at any time subsequent to the execution of this Agreement and/or whether before or after the execution of the Deed of Conveyance, the Floor Area Ratio is increased, such increase shall accrue to the benefit of the VENDOR only, without any rebate to the PURCHASER. VENDOR shall have the right to make additions, raise storey or put up additional structures as may be permitted by the competent authorities and to sell or deal with the same in any manner the VENDOR may determine at his own discretion.
- 21) It shall be the discretion of the VENDOR to decide whether a Co-operative Society or other Entity shall be formed. In such case VENDOR shall assist the PURCHASER to form Co-operative

Society or Association of persons or any other Entity for the maintenance and management of the building and the entire complex of “BRAHMA”, “VISHNU” AND “MAHESH”. PURCHASER undertake to join the same as a Member for this purpose and to sign all necessary Applications and papers, etc. and to observe and perform all conditions as laid down by the Entity and to abide by the applicable laws, rules and bye laws and pay regularly and punctually the proportionate share of expenses or other outgoings as stipulated therein, for protection and maintenance of the BUILDINGS.

22) The PURCHASER shall on or before taking possession of the SAID ROW HOUSE deposit with the VENDOR the following:

- a) Maintenance Amount
- b) Electricity Charges
- c) Membership fees
- d) Legal Fees
- e) Any other charges as may be made applicable by the VENDOR.

23) Upon the PURCHASER paying the entire consideration amounts towards maintenance and deposits etc., under this agreement to the VENDOR and performing all the terms and conditions and stipulations contained herein to be performed and observed by PURCHASER, the PURCHASER shall be entitled to peacefully hold, possess and enjoy the SAID ROW HOUSE, subject to rules and regulations to be formulated, without

any interruption by any person or persons lawfully or equitably claiming for under or in trust for the VENDOR.

24) It is agreed that after the date of possession or deemed date of possession whichever be earlier, the PURCHASER shall not be entitled to make any claim regarding any item of work, the material used for construction etc and the VENDOR shall not be liable for any claim whatsoever for these or for any other such claim or claims.

25) The PURCHASER agree and undertake to pay to the VENDOR or its assignee regularly and punctually whether demanded or not at all times his proportionate share of land revenue, rates, cess, charges, claims and other statutory outgoings chargeable under any statute, rules, regulations and /or guidelines having force of law and payable by the PURCHASER in respect of the SAID ROW HOUSE as demanded by any statutory authorities from time to time. The role of the VENDOR or its assignee in this context would be only of collection of aforesaid rates and taxes etc. and deposit the same with the concerned authorities.

26) In case any GST, purchase-tax, service tax, infrastructure tax or any other government duty or tax is payable in relation to the SAID ROW HOUSE, the same shall be on the account of the PURCHASER and the PURCHASER hereby agrees and undertakes to keep the VENDOR indemnified

against any such claim or demand that may be made by the authority/authorities.

27) Before the delivery of possession and/or the deemed date of possession any dispute between the VENDOR and the PURCHASER relating to the interpretation of any of the terms and conditions of this agreement shall be referred to sole arbitrator, to be appointed by the VENDOR and such arbitration shall take place in accordance with the provisions of the Arbitration and conciliation Act, 1996 and shall be final and binding upon all parties.

28) The fair market value of the SAID ROW HOUSE inclusive of undivided proportionate right in the SAID PROPERTY corresponding to area of SAID ROW HOUSE is Rs./- (Rupees Only) and accordingly, stamp duty @ 2.9% i.e. Rs./- (Rupees only) is affixed herewith this Agreement for Sale.

SCHEDULE- I

All that Part and Parcel of the property known as **“HARDIEM VADEVORIL BAGAET SIGAM PASSOL”**, commonly known as **“SEGRA PASSOL”**, also as **“GALLI”**, identified as Plot N0. 22, situated at Mardol, within the limits of V. P. Veling-Priol-Cuncolem, Taluka and Registration Sub-District of Ponda, District North Goa, State of Goa, admeasuring 575 square meters, the property is not registered in the land registration

office of Ilhas, enrolled in Taluka Revenue Office under no. 730, and presently surveyed under survey numbers. 51, sub-division 6 of village Priol, Taluka Ponda, and bounded as under:

Towards North : By Plot No. 23 and 24 of the said larger property.

Towards South : by Plot No. 14 and 15 of the said larger property.

Towards East : by plot no. 21 of the said larger property.

Towards West : by plot no. A of the said larger property.

SCHEDULE- II

All that Part and Parcel of the property known as **“HARDIEM VADEVORIL BAGAET SIGAM PASSOL”**, commonly known as **“SEGRA PASSOL”**, also as **“GALLI”**, identified as Plot N0. A, situated at Mardol, within the limits of Village Panchayat Veling-Priol-Cuncoliem, Taluka and Registration Sub-District of Ponda, District North Goa, State of Goa, admeasuring 1930 square meters, the property is not registered in the land registration office of Ilhas, enrolled in Taluka Revenue Office under no. 730, and presently surveyed under survey numbers. 51, sub-division 1 of village Priol, Taluka Ponda, and bounded as under:

Towards North : By road.

Towards South : by property bearing Survey no.51/12 and 51/13 of village Priol.

Towards East : by property bearing Survey no.51/6 of village Priol.

Towards West : by property bearing Survey no.51/6 of village Priol.

SCHEDULE – III
(SAID ROW HOUSE HEREBY AGREED TO BE SOLD)

ALL THAT Flat identified as Row House bearing no. , having square meters of super built up area (inclusive of built up area admeasuring Sq. Mts; Balcony(1) admeasuring Sq. Mts; Balcony(2) admeasuring Sq. Mts and Staircase admeasuring Sq. Mts.) having ground and first floor alongwith the parking space located on the ground floor of the Row House “MAHESH”, constructed on the SAID PROPERTY described in Schedule I AND II written herein above along with Undivided Proportionate Right in the SAID PROPERTY commensurate to the area of the SAID ROW HOUSE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands to this

Agreement on the day, month and year first above written.