(Ruples Eight Laklis Ninety Thousand One Hundred and Sevents
CITIZEN CREDIT CO-OPERATIVE 23930 NON JUDICIAL TITLE SHAWK LTD
SAFAMA BERRIER CO-OF, HSG SOCIETY LTD 2018 OCT 19 2018 FOLCITIZENCREDIT CO-OP. BANK LTD.

ST.JOQUIEM ROAD, BORDA. MARGAO - GOA 403 602

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Rs. 0890173/- PB7223

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Name of Purchaser. SRE ESTATES DEVELOPMENT

Sanjay B. Kadanpole Akedanpole



AGREEMENT FOR SALE

THIS AGREEMENT is entered into at Margao, Goa on this 22<sup>nd</sup> day of October, 2018,

# -BETWEEN-

1A. MR. SANDEEP YESHWANT KAMAT, son of Shri
Yeshwant V. Kamat, age 49 years, businessman, having
Permanent Account No. issued by the Income
Tax Department, and his wife;

MRS ARCHANA SANDEEP KAMAT, age 44 years, service, having Permanent Account No. AIBPK7500L issued by the Income Tax Department, both Indian Nationals, residing at House No. 269/C, Mandop Road, Aquem-Baixo, Navelim, Salcete, Goa, and hereinafter jointly referred "VENDORS/OWNERS" (which expression shall unless repugnant to the meaning or context thereto, mean and include their heirs, executors, administrators) OF THE FIRST PART.

2. M/s SRE ESTATES DEVELOPMENT, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, with the Registrar of Firms of Salcete at Margao-Goa, having its permanent account number having its place of business at "SUPREME", Behind New Telephone Exchange, opp. Bombi House, Comba Margao-Goa, represented herein by its duly authorized partner, viz. 1. M/s SRE ESTATES DEVELOPMENTS, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, with the Registrar of Firms of Salcete at Margao-Goa, having its place of business at

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"Supreme", Behind New Telephone Exchange, Opp. Bombi House, Margao-Goa, having Income Tax Permanent Account No. ABEFS2840R, represented herein by all their partners, viz.

- (a) YOGESH YESHWANT NAIK, son of Late Shri Yeshwant Vassudev Naik, age 45 years, Indian national, businessman, residing at "Bombi House", House No. E-74, Comba, Margao, Goa
- (b) ATUL MADHUSUDAN VIRGINKAR, son of Late Shri Madhusudan Virginkar, age 58 years, Indian national, businessman, residing at House No. E-75, Martinho Menezes Road, Comba, Margao, Goa
- (c) YASH ATUL VIRGINKAR, son of Shri Atul Madhusudan Virginkar, age 28 years, Indian national, businessman, residing at House No. E-75, Martinho Menezes Road, Comba, Margao, Goa, represented herein by his duly constituted attorney, the aforesaid Shri Atul Madhusudan Virginkar, so constituted vide a Power of Attorney executed on 29/07/2015 and
- (d) JAI ATUL VIRGINKAR, son of Shri Atul Madhusudan Virginkar, age 24 years, Indian national, businessman, residing at House No. E-75, Martinho Menezes Road, Comba, Margao, Goa, so constituted vide the aforesaid Power of Attorney executed on 29/07/2015. represented herein by it partner, SHRI YOGESH YESHWANT NAIK, and hereinafter jointly referred to as the "PURCHASER/DEVELOPER" (which expression unless

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repugnant to the meaning or context thereof, shall mean and include the partners for the time being of the aforesaid firm and such other partners as may from time to time comprise the said firm as also the assigns and successors-in-title of the firm) **OF THE SECOND PART.** 

HEREAS the member no.1B of the "VENDORS/OWNERS" is represented herein by her attorney, the member no. 1A of the "VENDORS/OWNERS" vide Power of Attorney dated 14/08/2006 executed before Notary Adv. Narahari D. Keni, under Reg. No. 17380; certified copy of the same is filed herewith.

# WHEREAS:

- 1. The "VENDORS/OWNERS" have specifically represented unto the PURCHASER/DEVELOPER as under:
- a)That there exists an immovable property known as "Morod" situated at Borda, within the limits of Margao Municipal Council, Taluka Salcete, District South Goa, State of Goa, which property is fully described in the SCHEDULE I hereunder written and is hereinafter referred to as the "SAID PROPERTY".
- b) That the SAID PROPERTY was purchased by the "VENDOR/OWNER" no. 1A by the following deeds, viz.

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(i) Deed of Sale dated 16th May, 2016 registered in the Office of the Sub-Registrar of Salcete Taluka at Margao, Goa on16th May, 2016 under Registration No. MGO-BK1-02347-2016 in CD No. MGOD92;

Deed of Sale dated 16th May, 2016 registered in the Office of the Sub-Registrar of Salcete Taluka at Margao, Goa on 1st June, 2016 under Registration No. MGO-BK1-02638- 2016 in CD No. MGOD92;

- (iii) Deed of Sale dated 16 May, 2016 registered in the Officeof the Sub-Registrar of Salcete Taluka at Margao, Goa on 21<sup>st</sup> June, 2016 under Registration No. MGO-BK1-02928-2016 in CD No. MGOD93;
- c) That the name of the "VENDOR/OWNER" no. 1A is shown as 'Holder" in Form "D" (Property Card) in respect of the SAID PROPERTY.
- d) That the "VENDORS/OWNERS" are married under the Regime of Communion of Properties hence "VENDOR/OWNER" no. 1B has been made a necessary party to this Agreement.

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including Notices/Proceedings for Acquisition/Requisition had/has been received by and/or served upon the "VENDORS/OWNERS" in respect of the SAID PROPERTY and/or any part thereof.

That neither the SAID PROPERTY nor any part thereof is the subject matter of any attachment or of any Certificate or other fecovery 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.

- f) 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.
- g) That they are fully entitled to enter into this Agreement with the PURCHASER/DEVELOPER and that they have full rights and authority to sign and execute the same.
- h) That they have not agreed, committed or contracted or entered into any Agreement for sale or lease or any other arrangement with third parties in respect of the SAID PROPERTY.
- i) That they have not done any act, deed, matter or thing whereby or by reason whereof, the development of the SAID

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PROPERTY may be prevented or affected in any manner whatsoever.

3. That the "VENDORS/OWNERS" have offered to sell the SAID PROPERTY to the "PURCHASER/DEVELOPER" and the "PURCHASER/DEVELOPER" on the basis of the representations of the "VENDORS/OWNERS" as aforesaid and believing the same to be true and correct and having satisfied themselves as regards the title of the "VENDORS/OWNERS" to the marketability of the SAID PROPERTY and based on the copies of the documents made available for scrutiny and inspection, have agreed to purchase the SAID PROPERTY and develop the same in a Scheme of Development as per the terms and conditions agreed upon with the "VENDORS/OWNERS".

4. The "PURCHASER/DEVELOPER" have put forth the proposal to the "VENDORS/OWNERS" that out of the total consideration of Rs 3,06,95,600/ - (Rupees three crores six lakhs ninety-five thousand six hundred only) it shall pay a sum of Rs.77,46,730/- (Rupees Seventyseven lakhs forty-six thousand seven hundred thirty only) in monetary terms and in lieu of payment of the balance consideration of Rs 2,29,48,870/- (Rupees two crores twenty-nine lakhs forty-eight thousand eight hundred seventy only), the "VENDORS/OWNERS" shall be allotted the following Premises:-

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i) Flat No. E-004 located on the upper Ground Foor of Building "E" of the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County", situated at Colmorod, Margao, Salcete, Goa, having a carpet area of 88.25 M2 alongwith a car parking in the stilts and having a present value of Rs. 42,47,200/- (Rupees forty-two lakhs forty-seven thousand two hundred only);

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Flat No. E-301 located on the Third Floor of Building "E" of the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County" situated at Colmorod, Margao, Salcete, Goa, having a carpet area of 88.19 M2 alongwith a car parking in the stilts having a present value of Rs. 42,47,200/-(Rupees forty-two lakhs forty-seven thousand two hundred only);

- iii) Flat No. E- 401 located on the Fourth Floor of Building "E" of the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County", situated at Colmorod, Margao, Salcete, Goa, having a carpet area of 88.19 M2 alongwith a car parking in the stilts and having a present value of Rs. 42,47,200/- (Rupees forty-two lakhs forty seven thousand two hundred only);
- iv) Flat No. T-409 located on the Fourth Floor of the building complex (developed by the sister concern of the PURCHASER/DEVELOPER i.e M/s SUPREME REAL ESTATES) known as "Supreme St. Anthony Complex" Building

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"T", situated at Aquem, Margao, Salcete, Goa, having a super built-up area of 135.42 M2 alongwith a car parking in the stilts having a present value of Rs. 54,16,800/-(Rupees fifty-four lakhs sixteen thousand eight hundred only); and

v) Flat no. A-101 located on the Upper Ground floor of building "A" of the Proposed Building Complex to be developed by the PURCHASER/DEVELOPER on the SAID PROPERTY, having a carpet area of 96.38 M2 and 19.77 m2 of O.T. alongwith a car parking in the stilts which premises have a present value of Rs. 47,90,470/- (Rupees forty-seven lakhs ninty thousand four hundred seventy only).

5. The parties are desirous of recording in writing the terms and conditions of their agreement and understanding.

# NOW THEREFORE THIS INDENTURE WITNESSETH AS UNDER:

1. The "VENDORS/OWNERS" hereby agree to sell the SAID PROPERTY to the PURCHASER/DEVELOPER and the PURCHASER/DEVELOPER hereby agrees to purchase the SAID PROPERTY from the "VENDORS/OWNERS" for the purpose of developing the SAID PROPERTY by constructing multi-storied building(s) thereon (referred herein to as the

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"Proposed Building Complex") and selling the premises in the Proposed Building Complex.

- 2. In consideration of the "VENDORS/OWNERS" agreeing to sell the SAID PROPERTY to the PURCHASER/DEVELOPER, the PURCHASER/DEVELOPER shall pay make good consideration of Rs. 3,06,95,600/ (Rupees three crores six lakhs ninety-five thousand and six hundred only) to the "VENDORS/OWNERS" in the following manner, viz.
- a) The PURCHASER/DEVELOPER has today paid Rs. 25,00,000/- (Rupees Twenty Five lakhs only) vide Cheque No. 031108 dated 22/10/2018 drawn on NKGSB Co-op. Bank Ltd; Margao branch in favour of "VENDOR/OWNER" No 1A", & Rs. 25,00,000/- (Rupees Twenty Five lakhs only) vide Cheque No. 031109 dated 22/10/2018 drawn on NKGSB Co-op. Bank Ltd; Margao branch in favour of "VENDOR/OWNER" No 1B the receipt whereof is hereby admitted and acknowledged by the "VENDORS/OWNERS":
- An amount of Rs. 3,06,956/- (Rupees three lakhs six thousand nine hundred and fifty six only) being Tax deductible at Source will be deducted from the balance amount of Rs.27,46,730/- at the time of Deed of Sale.
- c) The PURCHASER/DEVELOPER has agreed to pay the balance sum amounting Rs. 24,39,774/- (Rupees twenty-four lakhs thirty-nine thousand seven hundred seventy four only) within five months of signing this Agreement, accordingly

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1) Rs. 12,19,887/-( Rupees Twelve Lakhs Nineteen Thousand Eight Hundred Eighty Seven Only) Vide Cheque No. 032689 dated 02/04/19 drawn on NKGSB Co-op. Bank Ltd; Margao branch. issued in favour of the "VENDOR/OWNER" No 1A & 12,19,887/-( Rupees Twelve Lakhs Nineteen Thousand Eight Hundred Eighty Seven Only) Vide Cheque No. 032690 dated 02/04/19 drawn on NKGSB Co-op. Bank Ltd; Margao branch is issued in favour of the "VENDOR/OWNER" No 1B the receipt whereof is hereby admitted and acknowledged by the "VENDORS/OWNERS".

- d) The balance consideration of Rs 2,29,48,870/- (Rupees two crores twenty-nine lakhs forty-eight thousand eight hundred seventy only) shall be paid by the PURCHASER/DEVELOPER to the "VENDORS/OWNERS" by way of adjustment of the premises more particularly described in Schedule II which shall either be constructed and/or allotted and which has a present aggregate value of Rs. 2,29,48,870/- (Rupees two crores twenty-nine lakhs forty-eight thousand eight hundred seventy only), viz.
- i) Flat No. E-004 located on the Upper Ground floor of Building "E" of the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County" Building E, situated at Colmorod, Margao, Goa, having a carpet area of 88.25 M2 alongwith a car parking in the stilts and having a present value of Rs. 42,47,200/- (Rupees forty-two lakhs forty-seven thousand two hundred only)

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- the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County" Building E situated at Colmorod, Margao Goa, having a carpet area of 88.19 M2 alongwith a car parking in the stilts having a present value of Rs. 42,47,200/-(Rupees forty-two lakhs forty-seven thousand two hundred only);
  - iii) Flat No. E-401 located on the fourth floor of Building "E' of the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County" Building E situated at Colmorod, Margao, Goa, having a carpet area of 88.19 M2 alongwith a car parking in the stilts and having a present value of Rs. 42,47,200/- (Rupees forty-two lakhs forty seven thousand two hundred only);
  - iv) Flat No. T-409 located on the Fourth Floor of the building complex (developed by the sister concern/associate firm of the PURCHASER/DEVELOPER i.e M/s Supreme Real Estates) known as "Supreme St. Anthony Complex" Building "T", situated at Aquem, Margao, Goa, having a super built-up area of 135.42 M2 alongwith a car parking in the stilts having a present value of Rs. 54,16,800/-( Rupees fifty-four lakhs sixteen thousand eight hundred only); and

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Flat no. A-101 located on the Upper Ground floor of V) building "A" of the Proposed Building Complex to be developed by the PURCHASER/DEVELOPER on the SAID PROPERTY, having a carpet area of 96.38 M2 and 19.77 m2 of O.T. alongwith a car parking in the stilts which premises have a present value of Rs. 18,90,470/- (Rupees forty-seven lakhs ninty thousand four hundred seventy only). The "Premises" allotted unto the VENDORS/OWNERS shall conform to the Standard Specifications detailed SCHEDULE III of this Agreement. in "VENDORS/OWNERS" during the progress of construction shall be entitled to sell/transfer/assign and enter into any Agreement/s for Sale or otherwise in respect to all the Flats allotted to them and the PURCHASER/DEVELOPER shall execute such Agreements as a Confirming Party without charging any transfer fee or any other charges to confirm the same as per the terms agreed upon in such Agreements.

- 3. a) The PURCHASER / DEVELOPER shall deliver the possession of the following Premises, to be Constructed / allotted to the VENDORS/OWNERS in the following manner:
- i) With respect to the three flats to be allotted in the project of the PURCHASER/DEVELOPER known as "Supreme Colmorod County" situated at Colmorod, Margao, Salcete, Goa, i.e. namely Flat No E-004 on the Upper Ground Floor of Building "E", Flat No E-301 on the third Floor of Building "E", Flat No E-401 on the fourth Floor of Building "E", including one car parking slot in the stilts for each flat respectively, within 12 (Twelve) months from the date of signing of this Agreement.

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- ii) With respect to the Flat to be allotted in the project (which is developed by the sister concern/associate firm of the PURCHASER/DEVELOPER i.e M/s SUPREME REAL ESTATES) known as "Supreme St. Anthony Complex" situated at Aquem, Margao, Salcete, Goa, i.e namely Flat No T-409 on the fourth Floor of abovementioned Building "T" ", including a car parking slot in the stilts, the possession of the flat will be delivered within one month from the date of signing this Agreement.
  - to be constructed on the SAID PROPERTY by the PURCHASER/DEVELOPER on the Upper ground floor of building "A" of the Proposed Building Complex" including a car parking slot in the stilts, the possession of the flat will be delivered within 36 (thirty six) months from the date of obtaining the construction license for the scheme of development along with the completion certificate of the T.C.P. Department and occupancy certificate of the Margao Municipal Council.
  - b) . The PURCHASER/DEVELOPER shall by a registered notice in writing intimate the VENDORS/OWNERS to take possession/delivery of the Premises as indicated in the Notice within seven days from the date of receipt of such notice, after which date the VENDORS/OWNERS shall be deemed to have taken possession and delivery of the Premises. The VENDORS/OWNERS agree to pay the House tax and Electricity charges of the Premises to the concerned authorities from the date of possession/delivery of the Premises.

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- VENDORS/OWNERS shall be entitled to take inspection of the Flat/s whose possession is offered, and in case the VENDORS/OWNERS find any item of work as set out in the Specifications as not to have been completed in any Apartment, the VENDORS/OWNERS shall be entitled to draw the attention of the PURCHASER/DEVELOPER to the item/s not completed and shall take possession only after the said item of work is completed to the complete satisfaction of the VENDORS/OWNERS which shall then be the date of deemed possession for the purpose of this Agreement.
  - d) It is agreed and understood that failure to take delivery of the Premises on the stipulated date will not exonerate the **VENDORS/OWNERS** from their liability to pay the outgoings such as House tax, Electricity charges to the Village Panchayat/Municipality, Maintenance charges, and any other taxes etc from the deemed date of Possession of the Premises.
  - The Specifications for all the Flats to be constructed/allotted shall be as set out in the Schedule III annexed hereto. It is clearly agreed and understood that the Specifications for all Flats to be constructed/allotted by the PURCHASER/DEVELOPER (including its Associate firm) for the VENDORS/OWNERS shall be with a similar elevation and having the same materials, fixtures and fittings as delivered to their other various/diverse flat purchasers unless any Individual Purchaser/Buyer proposed by the VENDORS/OWNERS for the flats allotted to them opts for additional or better specifications at extra cost.

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The amounts to be paid towards the stamp paper notorial f) fees for signing of the Agreements pertaining to the allotments of Premises as stipulated in clause 3. a) above shall be borne by the PURCHASER/DEVELOPER, however, the stamp duties and egistration fees required for eventual conveyance to be executed in favour of the Society or in individual name shall be borne by the VENDORS/OWNERS. The PURCHASER/DEVELOPER shall to bear all the charges and costs towards infrastructure fees, transformer charges, and other cess that may be applicable for the allotment of all the Premises stipulated in clause 3. a) above. The VENDORS/OWNERS shall not be required to pay any further amount other than 8% G.S.T. (applicable only to the premises stipulated in clause 3.a) i) & iii) only) & Maintenance Charges of Rs.50,000/- (applicable for 3 years) per flat which amount is agreed to be paid by the VENDORS/OWNERS at the time of possession of the said premises as set out in the present Agreement.

g) The PURCHASER/DEVELOPER shall not incur any liability if they are unable to deliver the possession of the Premises by the date stipulated in Clause No. 3 a (i) to (iii) hereinabove, if the completion is delayed by reason of war, or any act of God or if non-delivery of possession arises out of or as a result of any Notice Order, Rule or Notification or communication from any Public or Competent Authority, or Court resulting in suspension of work, and in any

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of the aforesaid events occurring, **the PURCHASER/DEVELOPER** shall be entitled to an

extension of time corresponding to the extent of the length of
such event, for the delivery of possession of the Premises.

PURCHASER/DEVELOPER are unable to or fail to give possession of the Premises to the VENDORS/ OWNERS within the time period specified in Clause No. 3 a (i) to (iii) as above, the PURCHASER/DEVELOPER shall compensate the VENDORS/OWNERS by an amount agreed upon as Rs.15,000/- (Rupees Fifteen thousand only) per Flat per month of delay.

- i) Upon the receipt of Rs.77,46,730/- (Rupees Seventyseven lakhs forty-six thousand seven hundred thirty only ) paid to the **VENDORS/OWNERS** and signing of all the detailed agreements in respect of the premises referred to in Clause 3(a)(i), 3(a)(ii) and 3(a)(iii) above, the **VENDORS/OWNERS** upon the request of the **PURCHASER/DEVELOPER** shall execute suitable document/s for conveyance of the **SAID PROPERTY** in favour of the **PURCHASER/DEVELOPER**.
- 4a) The **VENDORS/OWNERS** and the **PURCHASER/DEVELOPER** shall, simultaneously with this agreement, enter into three separate and detailed standard form agreements in respect of the premises referred to in Clause 3(a)(i)

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above. These agreements shall record that the PURCHASER/DEVELOPER has already received in full the consideration that shall be stipulated therein, viz. Rs. 42,47,200/-(Rupees forty-two lakhs forty-seven thousand two hundred only)

by The PURCHASER/DEVELOPER shall, simultaneously with this agreement, cause its associate firm, viz. M/s SUPREME REAL ESTATES, to enter into separate and detailed standard form agreement in respect of the premises referred to in Clauses 3(a)(ii), the said premises having been allotted/ constructed by the said associate firm. This agreement shall record that the said associate firm has already received in full the consideration that shall be stipulated therein i.e. Rs. 54,16,800/- (Rupees fifty-four lakhs sixteen thousand eight hundred only) and in respect of the agreement the PURCHASER/DEVELOPER shall be liable to pay/make good this sum to its said associate firm. Possession of the said premises referred to in Clause 3(a)(ii) will been handed over to the VENDORS/OWNERS by the PURCHASER/DEVELOPER within one month of signing this agreement.

c) The **PURCHASER/DEVELOPER** will, before execution of the final Deed of Conveyance **of the SAID PROPERTY**, enter into a separate and detailed standard form agreement in respect of the premises referred to in Clause 3(a)(iii) above. This agreement shall record that the **PURCHASER/DEVELOPER** 

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has already received in full the consideration that shall be stipulated therein, viz. Rs. 47,90,470/- (Rupees forty-seven lakhs ninty thousand four hundred seventy only) pertaining to premises referred to in clause 3a(iii).

the execution of this Agreement, the PURCHASER/DEVELOPER shall be entitled to enter upon the SAID PROPERTY, demolish all existing structures (if any)with full right and authority to develop the SAID PROPERTY by commencing, carrying on and completing the construction of Proposed Building Complex thereon without reference and/or liability VENDORS/OWNERS the and the VENDORS/OWNERS hereby give permission the PURCHASER/DEVELOPER for such purpose.

6. After the of execution this Agreement, the PURCHASER/DEVELOPER shall be at liberty and be entitled to sell and/or allot the premises in the Proposed Building Complex and/or to enter into any package deal or arrangement for allotment of such premises at such price and on such terms and conditions as the PURCHASER/DEVELOPER may deem fit without reference to the VENDORS/OWNERS and shall also be entitled to receive the monies of such sale/allotment of the premises in the Proposed Building Complex. The PURCHASER/DEVELOPER shall also be entitled to deliver possession of such premises in the Proposed Building Complex upon completion of construction thereof, without any liability in respect thereof to the

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### VENDORS/OWNERS.

- 7. It is expressly agreed and understood that the VENDORS/OWNERS shall not be entitled to and shall have no right to and/or claim over monies collected from sale of premises in the Proposed Building Complex, their rights being restricted to the consideration stipulated in Clause 3 and the premises enumerated therein including the proposed premises in the Proposed Building Complex referred to in 3a (iii) above. It is hereby provided that the VENDORS/OWNERS shall not be responsible and/or liable in any manner whatsoever to the purchasers of premises in the Proposed Building Complex.
  - 8. hereby expressly provided that the PURCHASER/DEVELOPER shall be entitled to charge, mortgage, encumber or offer as security for any loan, the SAID PROPERTY or any part thereof or any premises in the Proposed Building Complex (except the premises and car parking slot referred to in 3a (iii) above provided the VENDORS/OWNERS shall in no event be liable in respect of the repayment of the loan for which the SAID PROPERTY and/or premises in the Proposed Building Complex are charged, mortgaged and/or encumbered as aforesaid.
  - 9. The **PURCHASER/DEVELOPER** shall be entitled to issue advertisement in newspapers and in other

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media in respect of sale of premises in the Proposed Building Complex and to offer them for sale as also to erect such advertisement boards in or upon the SAID PROPERTY.

To. The PURCHASER/DEVELOPER shall be entitled to enter into separate contracts in its own name with the building, labour contractor(s), architects and other technical and other consultants for carrying out the construction of the Proposed Building Complex.

11. The VENDORS/OWNERS shall not be liable for any accident or injuries that may be caused during the course of construction to any labourers and/or workmen who may be engaged by the PURCHASER/DEVELOPER for the construction and/or to any third party. The VENDORS/OWNERS shall likewise not be liable for any damage or dispute that may be caused to any adjoining property and/or the property of any other third party during the course of construction. The OWNERS shall likewise not be liable the event of dispute any between the PURCHASER/DEVELOPER and any of their contractors.

12. It is agreed and understood that the PURCHASER/DEVELOPER shall be entitled to name the Proposed Building Complex with such name as may be decided by PURCHASER/DEVELOPER the at its sole discretion.

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- 13. The VENDORS/OWNERS shall as and when required by the PURCHASER/DEVELOPER do all such acts, deeds and things as are required, necessary or expedient for the purpose of developing and constructing the Proposed Building Complex including to sign applications for grant/renewals of construction licence and plans, to approach and appear before all Authorities concerned and to apply for/obtain water/electricity connection as also change in use of land. If so called upon by the PURCHASER/DEVELOPER, the VENDORS/OWNERS shall execute Power of Attorney in favour the PURCHASER/DEVELOPER and/or their nominee(s) only to the extent for signing applications for grant/renewal of plans, licenses and for doing all other acts for constructing and completing the Proposed Building Complex. Such Power of Attorney shall be irrevocable.
- Building Complex shall be at the costs, expenses and risk and on the entire account of the PURCHASER/DEVELOPER with no liability whatsoever to the VENDORS/OWNERS. The PURCHASER/DEVELOPER agrees that it will obtain all the requisite renewals of the permissions and licenses required to develop/construct the Proposed Building Complex, at its own cost and responsibility, but if necessary, in the name of the VENDORS/OWNERS. All finances for completion of the

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Development of the Proposed Building Complex shall be provided for by the PURCHASER/DEVELOPER.

15. The VENDORS/OWNERS shall execute a Deed or Deeds of Conveyance in respect of the SAID PROPERTY in favour of the PURCHASER/DEVELOPER and/or its nominee(s) receiving the balance amount stated as per clause 1.c) and signing of the Agreement as per clause 4.c) above. All documents referred to in this clause shall be prepared exclusively by the PURCHASER/DEVELOPER'S Advocate. The stamp duties, registration fees and all other fees, costs, charges and expenses for such documents shall be borne by the PURCHASER/DEVELOPER.

- 16. All parties hereto shall be entitled to specific performance of this agreement provided they have fulfilled their respective obligations hereunder.
- 17. In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or anything arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation

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to any matter whatsoever concerning this Agreement, the Court at Margao, Goa or in South Goa shall have the jurisdiction.

# SCHEDULE - I

# (above referred SAID PROPERTY)

All that immovable property known as "Morod", situated at Borda, within the limits of Margao Municipal Council, Taluka Salcete, District South Goa, State of Goa which property is not described in the Land Registration Office, enrolled in the Taluka Land Revenue Roll under Matriz No. 738, presently surveyed under Chalta Nos. 9 and 34, both of P. T. Sheet No. 134 of Margao City Survey, admeasuring 2,418 M2(comprising 926 M2 covered under Chalta No. 9 and1,492 M2 covered under Chalta No. 34), and bounded as follows, viz.

# As per Matriz records:

East: By property of Maria Ana Quiteria Esperanca Gomes e

Miranda;

West: By property of Aramita Menezes e Lobo;

North: By property of the Comunidade;

South: By road.

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As per present survey records:

East: By Chalta Nos. 10 and 35, both of P. T. Sheet No. 134; West: By Chalta Nos. 7 and 41, both of P. T. Sheet No. 134; North By Chalta No. 5 of P.T. Sheet No. 96 and South: By road.

# SCHEDULE II

(allotment of Premises)

- i) All that Flat No. E-004 located on the upper ground floor of Building "E" of the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County" Building E, situated at Colmorod, Margao, Goa, having a carpet area of 88.25 M2 along with one car parking slot in the stilts;
- ii) All that Flat No. E-301 located on the third floor of Building E" of the building complex developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County Supreme County" Building E situated at Colmorod, Margao Goa, having a carpet area of 88.19 M2 along with one car parking slot in the stilts;
- iii) All that Flat No. E- 401 located on the fourth floor of Building "E' of the building complex developed by the

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PURCHASER/DEVELOPER known as "Supreme Colmorod County Supreme County" Building E situated at Colmorod, Margao, Goa, having a carpet area of 88.19 M2 along with one car parking slot in the stilts;

building complex (developed by the sister concern/associate firm of the PURCHASER/DEVELOPER i.e M/s Supreme Real Estates) known as "Supreme St. Anthony Complex" Building "T", situated at Aquem, Margao, Goa, having a super built-up area of 135.42 M2 along with one car parking slot in the stilts;

v) All that **Flat no. A-101** located on the **upper ground** floor of building "A" of the Proposed building Complex to be developed by the PURCHASER/DEVELOPER on the SAID PROPERTY, having a carpet area of 96.38 M2 and 19.77 m2 of O.T. alongwith a car parking in the stilts.

# SCHEDULE - III

(Specifications of the Premises)

Specifications of the Premises to be allotted in the Project developed by the sister concern/associate firm of the PURCHASER/DEVELOPER i.e M/s SUPREME REAL ESTATES) known as "Supreme St. Anthony Complex".

**Structure**: R.C.C framed structure with 8" Laterite Masonry walls and internal wall of 4 1 /2" brick walls.

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Flooring: Vitrified tiles for entire Flat.

**Toilet**: Full height of maximum 2.65mts. coloured ceramic tiles & white sanitary wares with premium quality fittings.

**Kitchen:** Modular Kitchen of 8ft with shutters and trolley with granite platform and stainless steel sink, 60cms dado of ceramic files will be fixed above the granite platform.

**Electrical**: Three phase copper wiring of proper gauge shall be provided. The systems of wiring shall be casing capping/ concealed with modular switches & accessories of standard make.

The distribution of points are as follows:-

**Living /Dining**: 2 light points, 1 fan point, 2 Five Amps plug points

**Kitchen**: 1 light point, 1 fan point, 1 Five Amps plug point, 1 Fifteen Amps plug point

**Bedroom**: 2 lightpoints, 1 Fan point, 1 Five Amps plug points, 1 Fifteen Amps plug point

Bathroom: 1 light point, 1 Fifteen Amps plug point

Balcony, Passage: 1 light point each.

Water Supply: Underground sump fitted with pump and overhead tanks. Piping Pvc 14 kg pipes.

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Doors: Main door frame will be of teakwood & shutter will be of BST flush door duly polished. All other frames will be of Sal/Matti wood and shutters will be of 30mm flush door duly oil painted.

**Windows**: Window shall be of 3/4 series provided of good quality with 4 mm clear glasses. Marble sil shall be provided for window sil.

Wall Finish: External walls with double coat plaster painted with waterproof cement paint & internal walls plastered with gypsum & painted with oil bound distemper.

**Roofing :** R.C.C. slab with approved Indian type waterproofing and Mangalore tiles.

Specifications of the Premises to be allotted in the Project developed by the PURCHASER/DEVELOPER known as "Supreme Colmorod County"

**Structure**: R.C.C framed structure with 8" Laterite Masonry walls and internal wall of 4 1/2" brick walls.

Flooring: Vitrified tiles for entire Flat.

**Toilet**: Full height of maximum 2.65mts, coloured ceramic tiles & white sanitary wares with premium quality fittings. Centralised Solar water heating system shall be provided for the building.

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**Kitchen**: Modular Kitchen of 8ft with shutters, trolley, stainless steel sink, hub & Chimney with granite platform on top, 60cms dado of ceramic tiles will be fixed above the granite platform with hub & Chimney.

**Electrical:** Three phase copper wiring of proper gauge shall be provided. The systems of wiring shall be casing capping/ concealed with modular switches & accessories of standard make.

The distribution of points are as follows:-

**Living /Dining**: 2 light points, 2 fan points, 2 Five Amps plug points

**Kitchen**: 1 light point, 1 fan point, 1 Five Amps plug point, 1 Fifteen Amps plug point.

**Bedroom**: 2 light points, 1 Fan point, 1 Five Amps plug points, 1 Fifteen Amps plug point.

Bathroom: 1 light point, 1 Fifteen Amps plug point.

Balcony, Passage: 1 light point each.

Water Supply: Underground sump fitted with pump and overhead tanks. Piping PVC 14 kg pipes.

**Doors**: Main door frame will be of teakwood & shutter will be of BST flush door duly polished. All other frames will be of Sal/Matti wood duly polished and shutters will be of 30mm flush door laminate both side.

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Windows: Window shall be of 3/4 series provided of good quality with 4 mm clear glasses. Granite sil shall be provided for window sil.

Wall Finish: External walls with double coat plaster painted with waterproof cement paint & internal walls plastered with cement & painted with oil bound distemper.

Roofing: R.C.C. slab with Mangalore tiles/Galvalume Roof.

Specifications of the Premises to be allotted in the Project to be developed by the PURCHASER/DEVELOPER on the SAID PROPERTY at Borda, Margao.

**Structure**: R.C.C framed structure with 8" Laterite Masonry walls and internal wall of 4 1/2" brick walls.

Flooring: Vitrified tiles for entire Flat.

**Toilet**: Full height of maximum 2.65mts. coloured ceramic tiles & white sanitary wares with premium quality fittings. Centralised Solar water heating system shall be provided for the building.

**Kitchen**: Modular Kitchen of 8ft with shutters,trolley, stainless steel sink, hub & Chimney with granite platform on top, 6Ocms

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dado of ceramic tiles will be fixed above the granite platform with hub & Chimney.

**Electrical**: Three phase copper wiring of proper gauge shall be provided. The systems of wiring shall be casing capping/ concealed with modular switches & accessories of standard make.

The distribution of points are as follows:-

Living /Dining : 2 light points, 2 fan points, 2 Five Amps plug points

**Kitchen**: 1 light point, 1 fan point, 1 Five Amps plug point, 1 Fifteen Amps plug point.

**Bedroom**: 2 lightpoints, 1 Fan point, 1 Five Amps plug points, 1 Fifteen Amps plug point.

Bathroom: 1 light point, 1 Fifteen Amps plug point.

Balcony, Passage: 1 light point each.

Water Supply: Underground sump fitted with pump and overhead tanks. Piping PVC 14 kg pipes.

**Doors**: Main door frame will be of teakwood & shutter will be of BST flush door duly polished. All other frames will be of Sal/Matti wood duly polished and shutters will be of 30mm flush door laminate both side.

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**Windows**: Window shall be of 3/4 series provided of good quality with 4 mm clear glasses. Granite sil shall be provided for window sil.

Wall Finish: External walls with double coat plaster painted with waterproof cement paint & internal walls plastered with cement & painted with oil bound distemper.

Roofing: R.C.C. slab with Mangalore tiles/Galvalume Roof.

IN WITNESS WHEREOF the Parties hereto have set hands on the day and year first herein above mentioned.

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# SIGNED AND EXECUTED BY THE WITHIN NAMED VENDORS/OWNERS.



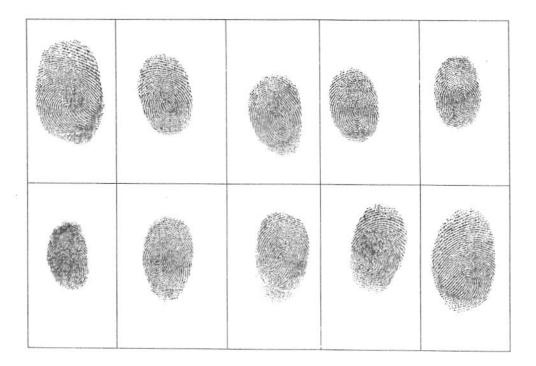
Signature:

( Mr.Sandeep Yeshwant Kamat )

Examar

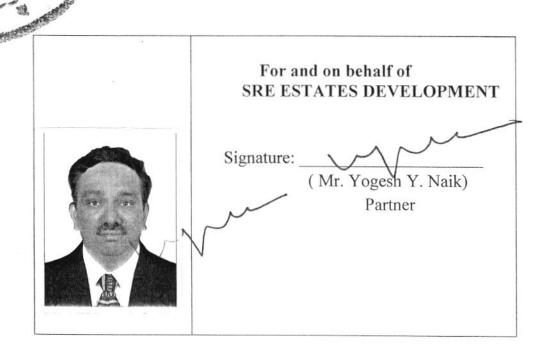
(For self and attorney of the Vendor no. 1B Mrs. Archana Sandeep Kamat )

(Finger prints of Mr.Sandeep Yeshwant Kamat )

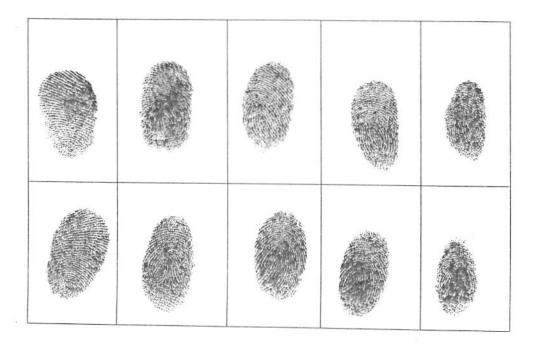


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# SIGNED AND EXECUTED BY THEWITHIN NAMED PURCHASER.



(Finger prints of Yogesh Y. Naik.)



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# SIGNED AND EXECUTED BY THE WITHIN NAMED PURCHASER.

For and on behalf of SRE ESTATES DEVELOPMENT

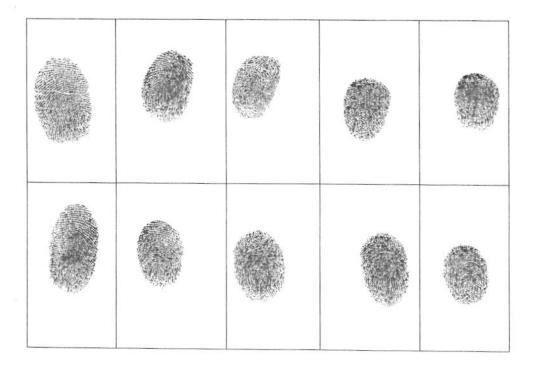
Signature:

(Mr. Atul M. Virginkar)

Partner

(For self as on behalf of the partners Shri Yash A. Virginkar and Shri Jai A. Virginkar, as their duly constituted attorney)

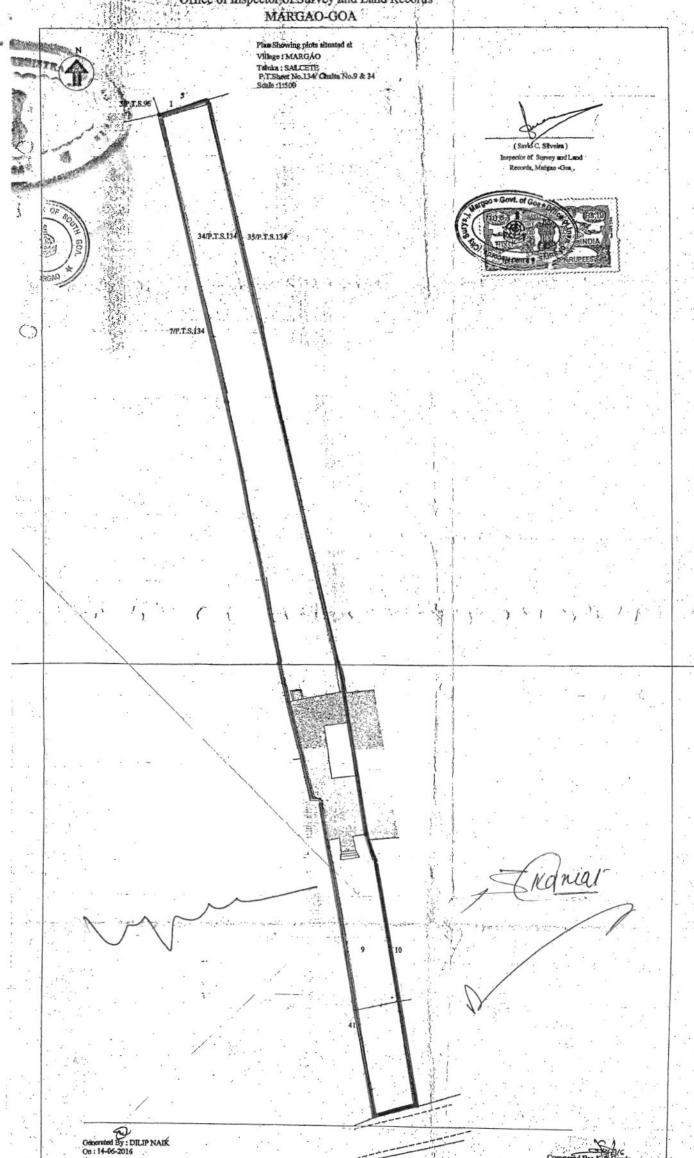
(Finger prints of Mr. Atul M. Virginkar)

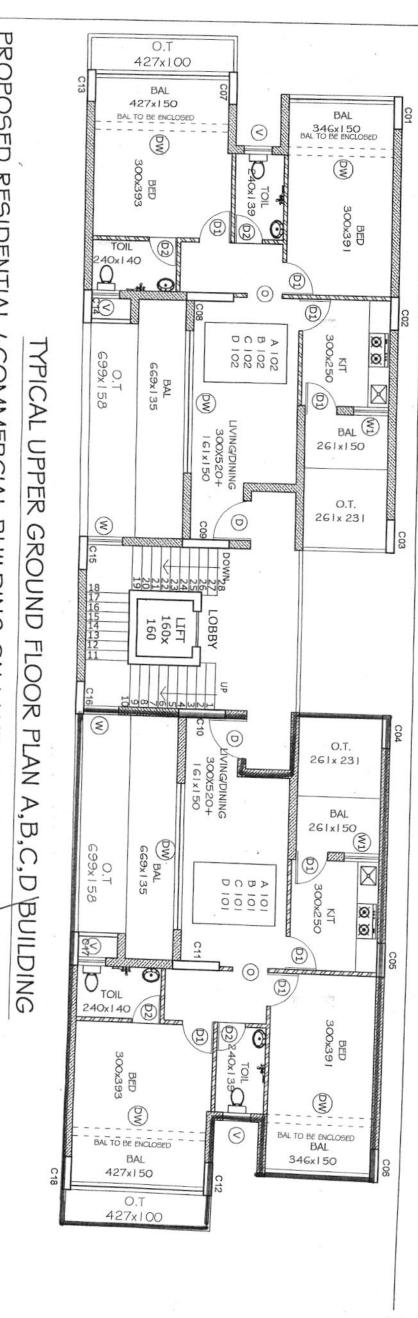


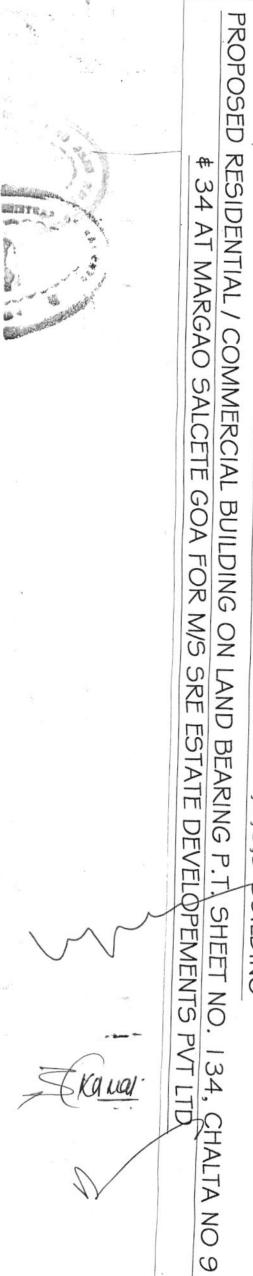
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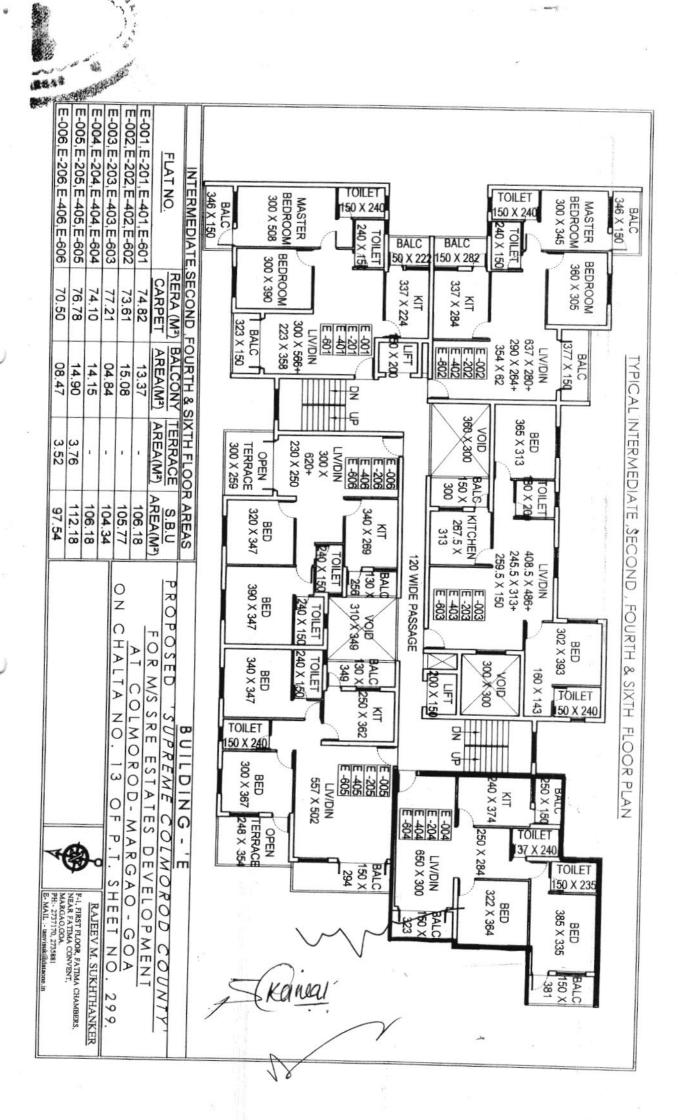


# GOVERNMENT OF GOA Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records

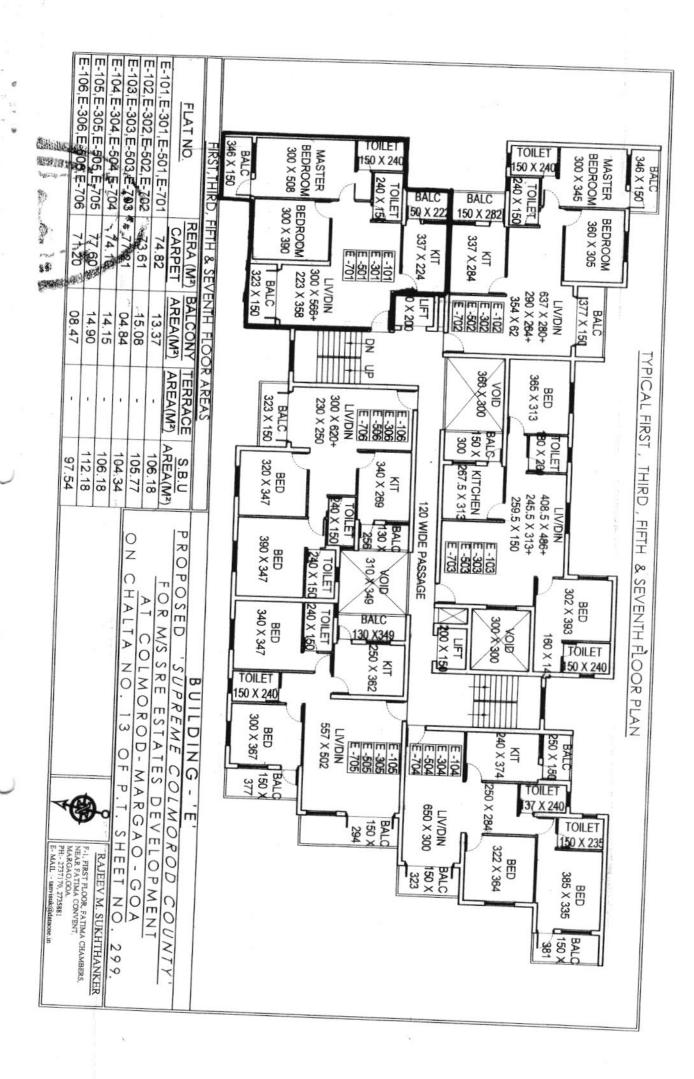






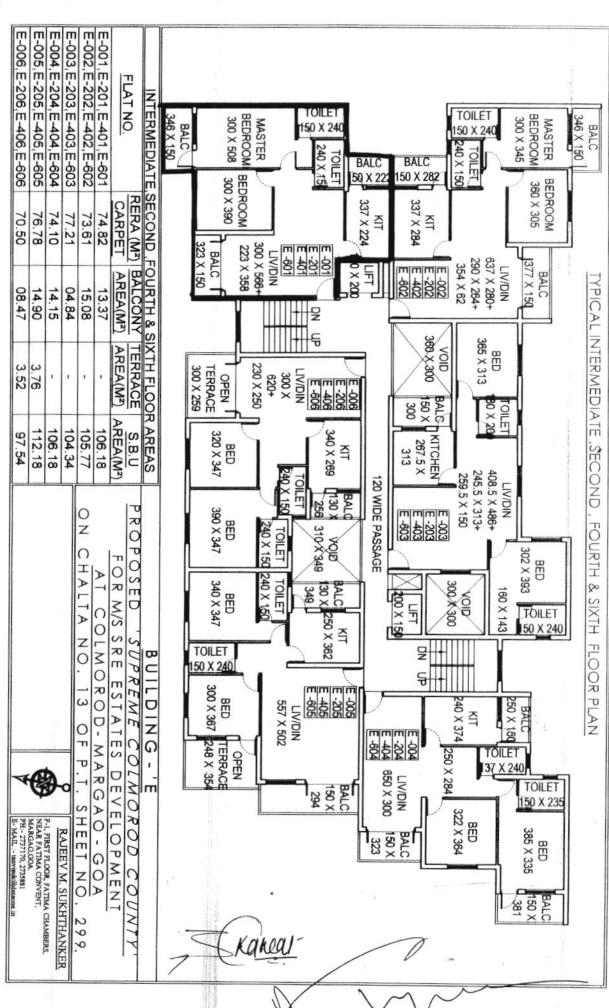


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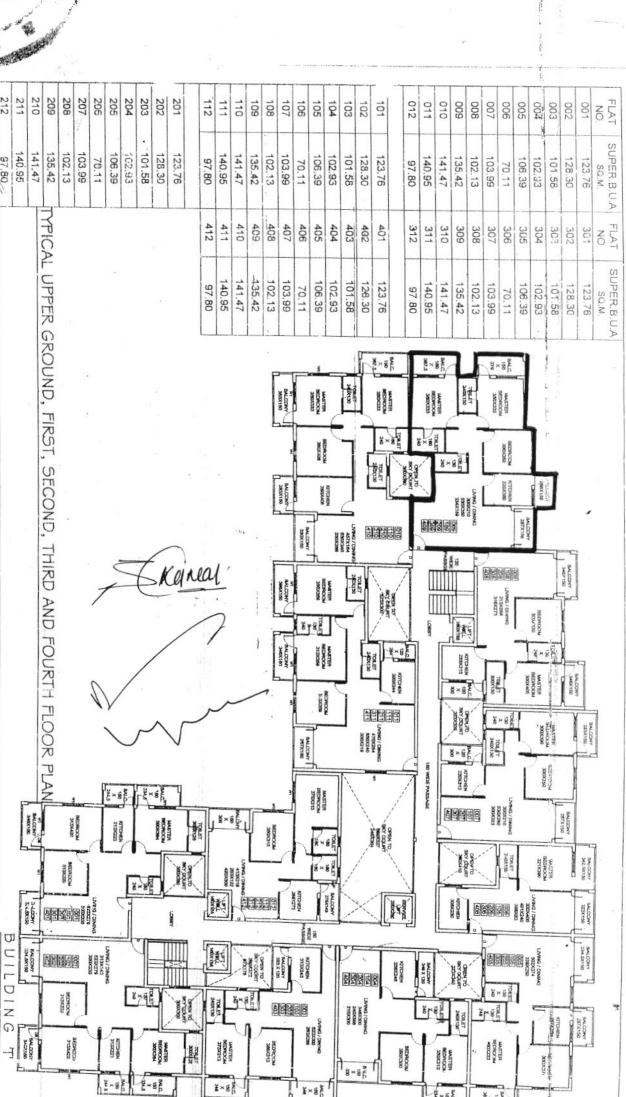
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ON CHALTA NO PROPOSED SUPREME ST. ANTHONY COMPLEX 13, 14, 20, 60, 44 - 48 / 37 P.T.S. NO. 228 / 242 AT AQUEM - MARGAO - GOA.

RAJEEV M. SUKHTHANKER

T-2. THIRD FLOOR, FATIMA CHAMBERS, NEAR FATIMA CONVENT, MARGAO - GOA PH-: 2737170, 2735881 ARCHITECT ( B. Arch. (Born.) AllA)



# Office of Sub-Registrar Salcete/Margao

### Government of Goa

mint Da∉ & Time: 22-10-2018 12:26:59 PM

Pocument Serial Number : 4632

Presented at 12:02:00 PM on 22-10-2018 in the office of the Sub-Registrar (Salcete/Margao) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	930.00
	Total:	1430.00

Stamp Duty Required:

890173.00

Stamp Duty Paid: 890173.00

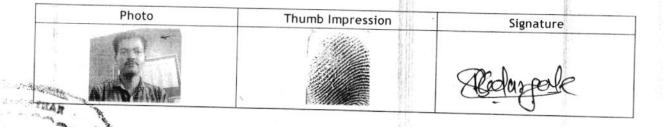
# Sanjay Baswant Kadangale presenter

Name	Photo	Thumb Impression	Signature
Sanjay Baswant Kadangale ,s/o. late Baswant Kadangale , Married,Indian,age 46 Years,Service,r/oH. no. 17, Zoriwaddo, Davorlim, Salcete, Goa. As a Special POA of Yendor Shri Yogesh Yeshwant Naik executed before Sub-Registrar, under Sr. No. 22/2007 dated 30/07/2007 & also POA of Partner/Developer No.2)Shri Atul Madhusudhan Virginkar, vide POA dated 08/09/2010, executed before Sub-Registrar, Margao, Goa, under Sr. No.38/2010 and POA of dated 29/07/15. & POA dated 03/08/2015 exectued before Sub Registrar Margao under No.MGO - BK-4-0062-2015 at Margao, and POA dtd: 29/7/2015 executed before Notary Sachinh S.Kolwalkar,MArgao,Goa Reg No.961/2015			Madupala

## **Endorsements**

### Executant

1 . Sanjay Baswant Kadangale , s/o. late Baswant Kadangale, Married,Indian,age 46 Years,Service,r/oH. no. 17, Zoriwaddo, Davorlim, Salcete, Goa. As a Special POA of Vendor Shri Yogesh Yeshwant Naik executed before Sub-Registrar, under Sr. No. 22/2007 dated 30/07/2007 & also POA of Partner/Developer No.2)Shri Atul Madhusuonan Virginkar, vide POA dated 08/09/2010, executed before Sub-Registrar, Margao, Goa, under Sr. No.38/2010 and POA of dated 29/07/15. & POA dated 03/08/2015 exectued before Sub Registrar Margao under No.MGO - BK-4-0062-2015 at Margao, and POA dtd: 29/7/2015 executed before Notary Sachinh S.Kolwalkar,Margao,Goa Reg No.961/2015



2. Sandeep Yeshwant Kamat , S/o. Yeshwant Kamat , Married,Indian,age 49 Years,Business,r/oH.No. 269/C, Aquem/Baixo,Navelim,Salcete,Goa. for self & POA of his wife by virtue of POA dated14/08/2006 under Reg.NO.17380 before Notary Narahari D Keni at Margao

Photo	Thumb Impression	Signature
		- Kanal

# Identification

Sr No.	Witness Details	Signature
1	Adv. Ramnath Narayan Prabhu Desai , s/o. Narayan Prabhu Dessai ,Married,Indian,age 40 Years,Adv,r/o Margao Salcete Goa	Bene

Sub-Registrar

REGISTRAN



Book-1 Document Registration Number MGO-BK1-04578-2018 CD Number MGOD129 on Date 22-10-2018

Sub-Registrar (Salcete/Margao )

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\*IB - REGISTRAN

Signature:-

Designed and Developed by C-DAC, ACTS, Pune

3 of 3