

998
7-4-06

5148



गोंय गोवा GOA

Serial No. 932 of Vendor's Particular Date 21/12/05

00AA 068280

Value of _____
Name of _____
Residence of _____
Purpose of _____
Moder Builders

Sig. of _____

Sig. of Purchaser

7747/99

Presented at the Office of the
Sub-Registrar of Ilhas
between _____
of _____

and _____
on 14/4/2006

Received fees for Rs. _____
Registration _____
Copying (Folios) _____
Copying Endorsements _____
Postage _____
Total Rs. 105/-

SUB-REGISTRAR
ILHAS

SUB-REGISTRAR
ILHAS

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made at Panaji,
on The 6th day of April, 2006.

Sig. from _____
on 14/4/06

BETWEEN



Mr. Vinayak alias Shashank D. Mahatre age 42 years S/o
 Damodar Vinayak Mahatre 2) Mrs. Kalpana S. Mahatre.

age 42 years W/o Shashank Mahatre. R/o Kanat Classic,
 Phase IV, Tonca, -Goa both major, Indian Nationals

hereinafter called "the Owners" (which expression shall be
 unless repugnant to the context or meaning thereof be deemed
 to mean and include their heirs, executors, administrators legal
 representatives and assigns) of the ONE PART.

AND

SHRI MAHESH R. ADWALPALKAR, son of Shri Ramakant S. Adwarpalkar, aged 50 years, businessman, Indian National, resident of F/6, Adwarpalkar Apartments, Fontainhas, Panaji, Goa, hereinafter called "the DEVELOPER" (which expression shall be unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators legal representatives and assigns) of the OTHER PART.

WHEREAS:-

1) ^{3rd} The Property Situated at St. Cruz / Calapur, within the limits of Village Panchayat of St. Cruz, Taluka Tiswadi and admeasuring 4836 square meters, surveyed under no.490/3, 4 & 5 and registered in the Land Registration Office under no.1859 of Registration Sub-District of Ilhas, State of Goa, more particularly described in the Scheduled (I) hereunder written and hereinafter called "the said property", was originally belonging to 1) Smt. Maria Conceicao Dias, 60 years old, widow of Shri Domingos Francis Fernandes, housewife, Indian citizen, residing at St. Cruz, Tiswadi, Goa 2) Shri

Sebastiao Fernandes, 43 years, son of Shri Domingos Francis Fernandes, Service, Indian Citizen, residing at St Cruz, Tiswadi, Goa; 3) Smt. Maggie Fernandes, 37 years, wife of Sebastian Fernandes, housewife, Indian citizen, residing at St Cruz, Tiswadi, Goa; 4) Shri Cristovam Fernandes, 38 years, son of shri Domingos Francis Fernandes, married businessman, Indian citizen, residing at St Cruz, Tiswadi, Goa; 5) Mrs. Succorina Fernandes, major of age, wife of Shri Cristovam Fernandes, housewife, Indian citizen, residing at St Cruz, Tiswadi, Goa; 6) Shri Pedro Vicente Fernandes, 34 years, son of shri Domingos Francis Fernandes, unmarried service, Indian citizen, residing at St Cruz, Tiswadi, Goa; 7) Mrs. Luizinha Fernandes, 43 years, d/o of shri Domingos Francis Fernandes, married housewife, Indian citizen, residing at St Cruz, Tiswadi, Goa; 8) Shri Antonio Joao Calisto Fernandes, 49 years, son of shri Jose Luis Clisto Fernandes, service, Indian citizen, residing at St Cruz, Tiswadi, Goa; 9) Mrs. Ana Joseph Fernandes, 32 years, d/o of shri Domingos Francis Fernandes, married housewife, Indian citizen, residing at Neul Bardez, Goa; and her husband 10) Shri Joaquim Fernandes, 35 years



s/o of Shri Jose Fernandes Indian Citizen, residing at Nerul ,

Bardez Goa

WHEREAS by Sale deed dated 8th December, 1986 and further by rectification deed dated 12th August 1991, the Owners herein are absolute Owners in exclusive possession of the said property described in the schedule I hereunder written.

2) Thus the Owners herein are the absolute owners in exclusive possession of the said property described in the Scheduled (I) hereunder written;

3) The Developers who is carry on business of Builders and Developers being desirous of acquiring the said property for the purpose of carrying out the development thereof approached the Owners and the parties have now agreed for development and sale of the said property and accordingly the parties have agreed on the following terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Owners have agreed that the Developer be allowed to develop the said plot and carry out construction thereon.

Accordingly, the Developer is granted a licence by the Owner authorizing the Developer to enter upon and carry out constructions or development on the said property as per the plans approved by the concerned authorities.

2. The consideration/price in respect of the said property to be paid by the Developer to the Owners shall be calculated in the following manner :-

(a) The total area of the said property is 4836 square meters and is free from any in encumbrances. The said property shall be purchased by the Developer at a price of Rs. 1,862/- (Rupees One Thousand eight hundred and Sixty Two Only) per square meter of such area of the said property. totalling to Rs. 90,00,000/- (Rupees Ninety Lakh Only).

3. The consideration / price in respect of the said property to be paid by the developer to the owners shall be made in the following manner.

(b) A sum of Rs. 25,00,000/- (Rupees Twenty Five Lakh Only) will be paid on execution of this agreement of Sale.



b) A sum of Rs. 5,00,000/- (Rupees Five Lakh Only) to be paid on or before 5th May 2006.

c) A sum of Rs. 10,00,000/- (Rupees Ten Lakh Only) to be paid on or before 30th May 2006. and

d) Built up residential Flat of area admeasuring 670 square meters against a mutually agreed purchase cost price of Rs. 7,462/- (Rupees Seven Thousand Four Hundred Sixty Two Only) Per Square meter totaling Rs. 50,00,000/- (Rupees Fifty Lakh Only)

4. The total built up area 670 square meters comprising of 5 residential flats will be allotted to the Owner in the upcoming complex of Modest Builders - "Adwarpalkar Shelter" (more particularly described in schedule III hereunder written) or any other Complex's of Modest Builders coming up in future mutually agreed by both the Parties, hereinafter called as the "Owners premises" more specifically as mentioned in schedule

II

5. The Owner's premises to be so constructed by the Developer and allotted to the owner shall be constructed by the Developer at his own costs and expenses as aforesaid and strictly in

Accordance with the specifications as set out in the Annexure

(I) hereto.

6. The Owner's premises comprising 5 (five) residential flats to be so constructed for and allotted to the owners shall be handed over by the Developer after obtaining the Occupancy Certificate in respect thereof from the concerned Authorities, all necessary completion certificate, sale deed / share certificate of the society being formed, and with electricity and water supply thereto the cost of the developer within twenty four (24) months from the date of execution of this agreement, failing which the Developer will be liable and will have to reimburse to the Owners any liabilities arising from capital gains tax, interest penalty and any other liability under the Income Tax Act that will fall on the Owners due to any such failure on the part of the Developer.

7) The said 5 residential Flats aggregating to an area 670 square meters as specified hereinabove and more particularly in scheduled III shall be handed over by executing the sale deed, occupancy certificate and all other relevant completion



Certificates as may be required to occupy, in the following manner.

a) Flat No. F/4 of 118 square meters on First floor of "Adwarpalkar Shelter" to be executed in favour of Shashank Mahatme / Kapana Mahatme.

b) Flat No. S/4 of 118 square meters on Second floor of "Adwarpalkar Shelter" to be executed in favour of Shashank Mahatme / Kapana Mahatme.

c) Flat No. FTH/3 of 118 square meters on Fifth floor of "Adwarpalkar Shelter" to be executed in favour of Shashank Mahatme / Kapana Mahatme.

d) Flat No. FTH/4 of 118 square meters on Fifth floor of "Adwarpalkar Shelter" to be executed in favour of Shashank Mahatme / Kapana Mahatme.

The remaining area of 198 square meter will be allotted in the project under survey No. 39/1,49/1 & 42/1 the property acquired from N.M Bhayyan more particularly described and detailed in schedule IV.

8. Upon completion of construction of the Owner's premises in all respect, the Developer shall give notice in writing to the

Owner to take possession thereof within one month of receipt of such notice, Provided however that the owner can refuse to take possession if any items of work are incomplete or any other covenant on the part of the Developer remains to be performed.

9. The parties agree that in case the Owners desire any alterations or changes to be carried out in the Owner's premises or in the specifications as regard the same, subsequent to the approval of plans, they shall intimate about the same to the Developer well in advance and the Developer shall carry out or get the same carried out, provided that, if any changes are required to be made by the Owner and the same involve additional costs, then the respective costs for such changes shall be borne and paid by the Owners.

10. It is specifically agreed by and between the parties that this agreement of development shall for all purposes come into effect from the date of execution of this agreement.

11. The Developer agrees to sign and execute all such documents if as and when may be called upon by the Owner to confirm the title of the Owners to the Owners premises at any



time upon the owner taking over the possession of the owners premises at the costs of the developer.

12. With respect to the "said property" The plans for construction on the said property shall be got prepared by the developer through his own Architect/Engineer and at his own costs and expenses and further all the approvals and licences necessary for carrying out the construction/developments on the said property shall be applied for and obtained from the concerned Authorities by the Developer also ~~by their own costs and expenses~~. All the taxes or fees to be paid including any infrastructure tax or charges in respect of the said project shall be borne and paid by the developer entirely. The Owners agree and undertake to make execute and sign all papers and documents whatsoever as may be necessary or requisite to be signed, made or executed for obtaining any licences, permission or Authorisations, N.O.C'S, conversion of land etc., in respect of the proposed development or the said Project from the concerned authorities and for these purposes the Owners, if so necessary, execute appropriate Power of Attorney in favour of the nominee or representative of the

Developer authorize him to act as their Attorney and do all the aforesaid acts.

13. After all the approvals are obtained by the Developer, the Developer shall thereupon be entitled to carry out constructions on the said property.

The construction to be carried out on the said property by the developer shall hereinafter be referred to as "the said project"

14. The Construction of the said project on the said plot shall be entirely carried out by the Developer at his own costs which will include not only construction as per agreed specifications but also providing all other basic amenities like water, electricity, sewage, lighting to the common areas etc.

15. The entire remaining area in the said project except the common holdings like open spaces and terraces shall belong to the Developer who shall be entitled to dispose of the same or deal with the same in the manner deemed proper by the Developer. The Owners shall however be also entitled to right/incidence in areas like staircase, lifts, landings and other



area/s considered for arriving at the super built up area of the premises.

16. The Developer is settings up projects on certain other properties and it is agreed that by mutual consent and agreement between the parties as to the price and other aspects, The Owners may be sold/allotted areas in such other projects/as may be opted by the Owners at any time hereafter if so agreed by the Developer in place of or in exchange for the ~~GISTRA~~ premises or any part/s thereof agreed to be constructed on the said property as herein agreed.

~~16/~~ The Developer is subject to the terms hereof and without any liability whatsoever to the owners, permitted on his own to enter into any transactions or agreement/s with any third party as regards the premises in the said building other than the owner's premises.

18. The benefit of any increase in FAR/FSI in respect of the area of the property available for utilization as aforesaid, at any time will accrue to the Developer exclusively and will not be a cause for alteration of the price amount/s agreed hereunder.

19. Upon the complying with all the terms hereof and performance thereof by the Developer, the Developer shall be entitled to call upon Owner to transfer or convey the inherent undivided rights and share in the said property corresponding to the premises to be owned by the Developer other than those to be sold to the owners, unto the Developer and/or his nominees and the Owners agree to effect such transfer/s without demanding any other or further consideration therefore provided that all the costs and expenses as regards such documentation are entirely borne and paid by the Developer and/or his nominee/s.

20. The Owner shall be entitled to reserve in their favour the proportionate inherent undivided rights (to be calculated by taking the proportion of the FAR consumed for the area of the Owner's premises to the total consumed FAR area of the said project), in the said plot proportionate to the area of the Owner's premises.

21. The Owners declare and confirm as under:-

(a) that the owner has a clean clear and marketable title to the said property;



(b) that the said property is free from any encumbrances or charges whatsoever.

(c) that the owner is in exclusive possession of the said property;

(d) That there are no notifications of acquisition or requisition or any Government orders issued as regards the said property; the acquired property if any will be deducted from the total land.

~~CHSITRAK~~ (e) That there are no court orders or disputes in respect of the said property nor is any litigation pending in any Court of law or forum.

(f) That there are no persons who have or can claim any right of tenancy in respect of the said property or any part thereof.

(g) That there are no persons who have or can claim mundkari or other like rights in or to the said property or any portion/s thereof.

22. Even after the transfer/ reservation of the proportionate inherent undivided rights and shares in the said property to the respective premises holders in the building the Developer or the Owner or their nominee/s or successors in title shall not at

any time be entitled to demand the partition or separation of the said undivided rights/shares or claim any pre-emptory rights over in respect of any other undivided rights/shares or any portion of the said plot or as regards any constructed areas.

23. It is however, agreed that incase any co-operative housing society of the premises holders in the said complex is formed then. The owners or any person/s to whom they may sell any of their premises shall be bound to join to and be members thereof and in such case, the entire utilized area of the said property for which is consideration is paid to the Owners shall be transferred in favour of such society. All the expenses regarding the transfer shall be exclusively borne by the Developer or his nominees.

24. The present agreement shall be enforceable by either party hereto. *Possession of the said Property is not given*
IN WITNESS WHEREOF THE PARTIES HERETO HAVE
EXECUTED THESE PRESENTS THE DAY DATE AND
YEAR FIRST HEREINABOVE MENTIONED.

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SCHEDULE-I

All that piece or parcel of agricultural land known as "CHARCO-DE-PATTEM" Situated in the Village Calapur of Tiswadi Tahka District of Goa, admeasuring 4,776 square meters or thereabout and registered in the office of the land registrar of Ilhas under No. 1859 of Book B-22 (old series) at page 63-v and registered in the Revenue office under Matriz No. 735 and surveyed under survey No.490/3,4 of Village Calpur Tiswadi Tahka District of Goa and bounded on the north :-by paddy field bearing Survey No.490/6, on the East :-by coconut grove of Cristovam Fernandes which is bound bearing survey No.490/7, on the South :-by paddy-field bearing survey No.489 and Taleigao Village boundaries and on the west :-by pady -field bearing survey No.490/2.

SCHEDULE II

All that the said Flats bearing No. F/4 on the First Floor, S/4 on the Second Floor, FTH/3 on the Fifth Floor, FTH/4 on the Fifth Floor admeasuring an area of 118 sqmts. each and The remaining area of 198 square meter will be allotted in the

Project under survey No. 39/1, 40/1, & 42/1 the property acquired from N. M. Bashyam more particularly described hereunder in schedule IV.

Schedule details of Flats of Adwarpalkar Shelter.

SCHEDULED (AND HEREINAFTER REFERRED TO

All that property known as "MOTECHE TOLOI" and "MOROD CANTEANT" or "SILVESTILEM MOROD", situated at Taleigao Village, within the limits of Village Panchayat of Taleigao, Tahka Tiswadi and Registration Sub-District of Ilhas, State of Goa, described in the Land Registration Office of Ilhas under No. 20946 of Book B-56 (new), and no. 17965 of Book B-47 enrolled in the Tahka Revenue Office under Matriz No. 706 and surveyed under Survey No. 69/1 of Taleigao and admeasuring 10850 sq. mts. and bounded as under:-

East: by property bearing survey no. 68

West: by property bearing survey no. 70

North: by paddy field Morod

South: by property survey no. 39



ANNEXURE (A)
(SPECIFICATIONS)

1. STRUCTURE:

The Structure shall be ground plus five floors with RCC frame as per designs approved by the authorities.

2. WALLS:

The external walls shall be of 20cm laterite or concrete/ clay blocks and internal walls in single brick type masonry, in cement mortar.



3. DOORS & WINDOWS:

The Main Door will have Teak wood Frame & door. Internal door will be of marine Ply with salwood frame, and will be painted from both sides, The Bathroom doors will have Pvc Moulded doors. The Living Room door opening into Balcony will have teak wood French door.

4. WINDOWS:

All windows shall be in Aluminium Powder Coated with glass panels.

5. PLASTER & PAINT :

All External surfaces shall be plastered with cement mortar in two coats with sand finish. Internal walls/ceilings shall be plastered with cement mortar and finished smooth with Neem. All internal wall surfaces shall be painted in oil bound distemper in Cream shade and ceilings in white shade and external with Snowcem Cement paints.

6. BATHROOM & WC :

The Toilet shall have Ceramic flooring, and dado of full height. average landed cost of tiles being Rs. 250/- per square meter. a washbasin with a mirror, towel rail and a soap dish shall be provided. The w.c. shall be Indian / European type. The sanitaryware shall be in white shade. A shower rose, connection to the geyser and 2 taps shall be provided. All the fittings in Bathroom will of 'A' Class Company Such as



Jacquar or Crabtree or any other reputed Company depending on the availability of the Product

7. KITCHEN :

Kitchen shall be provided with black granite stone platform with a stainless steel sink. A dado in Ceramic tiles upto 60 cm shall be provided above the kitchen platform.

8. A SWIMMING POOL:

A Swimming Pool and a Club House will be Provided in the ANADI Complex.



9. ELECTRICAL INSTALLATION :

The installations shall be in concealed wiring as follows:

i) Bedroom:

2 Light points, 1 fan point, 2.5 amp points.

ii) Living/Dining:

4 light points, 2 fan points, 1 T.V. point, 2.5 amp points, 1 Bell point

iii) Kitchen :

2 light points, 1 15 amp point, 2 5 amp points

iv) Toilet:

2 light points 1 15 amp power point for geyser, 1 shower point.

10. AMENITIES:-

i) Silted Car Park, ii) Lift backed by Generator, iii) Landscaped Garden & Children's Play Park, iv) Swimming Pool, v) Club House, vi) Vitrified Tiles in Living & Dining 16x16 Tiles All over the Flat, vii) Bathroom Fully Tiled/Non-Slippery flooring, viii) Videophone in every flat connected to lobby. ix) Mark Wiring, x) Gas (LPG) on Tap (actual cost price), xi) Aluminium Sliding Powder Coated Windows.



SCHEDULE A:

ALL THAT PROPERTY bearing Survey No. 39/1 of Taleigao, Goa within the limits of Taleigao Village Panchayat, Sub-District of Ilhas, North Goa, State of Goa admeasuring 2675 sq. mtrs bounded on the East : By the property bearing Survey No. 40/1, On the West : By the property bearing Survey No. 39/3;

On the North: By the property bearing Survey No. 69/1 and On the South : By the Property bearing Survey No. 40/12 & 40/14 of Taleigao, Goa, registered with the Sub-Registrar of Ilhas under Serial No. 1104 Registered under No. 1118 at pages 54 to 78 in Book I Volume 1309 and more clearly demarcated in the

Plan annexed herein marked in RED colour,

SCHEDULE B:

ALL THAT PROPERTY bearing Survey No 40/1 of Taleigao, Goa within the limits of Taleigao Village Panchayat, Sub-District of Ilhas, North Goa, State of Goa admeasuring 388 sq. mtrs. Bounded on the East : By the property bearing Survey no 40/2, On the West : By the property bearing Survey no. 39/1, On the North : By the property bearing Survey No. 69/1 & on the South : By the Survey No. 40/12, 40/13 & 40/14 of Taleigao,

Goa, registered with the Sub-Registrar of Ilhas under Serial No. 1104 Registered under No 1118 at pages 54 to 78 in Book I Volume 1309 and more clearly demarcated in the Plan annexed herein marked in RED colour,

SCHEDULE C:

ALL THAT PROPERTY bearing Survey No. 40/2 of Taleigao, Goa within the limits of Taleigao Village Panchayat, Sub-District of Ilhas, North Goa, State of Goa admeasuring 4662 sq. mtrs bounded on the East : By the property bearing Survey No. 43/3 & 40/11; On the West : By the property bearing Survey No. 40/1; On the North : By the property bearing Survey No. 69/1 and On the South : By the Property bearing Survey No. 40/12 & 40/13 & 40/14 of Taleigao, Goa, registered with the Sub-Registrar of Ilhas under Serial No. 1104 Registered under No. 1118 at pages 54 to 78 in Book I Volume 1309 and more clearly demarcated in the Plan annexed herein marked in RED colour,



SIGNED AND DELIVERED BY THE WITHINAMED "THE
OWNER" 1)MR. VINAYAK ALIAS SHASHANK MAHATME.



Vinayak

REGISTRAR
SEAL OF THE REGISTRAR
PANAJI
LEFT HAND THUMB/FINGER IMPRESSION



RIGHT HAND THUMB/FINGER IMPRESSED



2)MRS. KALPANA SHASHANK MAHATME.



Signature

LEFT HAND THUMB/FINGER IMPRESSION



RIGHT HAND THUMB/FINGER IMPRESSED



Developer M/S Modest Builders, Through its managing
partner Mr. Mahesh Ramakant Atwalpalkar



MOD~~EST~~ BUILDERS

Partner

LEFT HAND THUMB/FINGER IMPRESSION

PANAJI



RIGHT HAND THUMB/FINGER IMPRESSION



IN THE PRESENCE OF:

(1) Shyam Novil
 (2) Goale

Shyam Novil
 H. No. 317
 St. Catherine's Road
 Waverley - Goa.



998

Registered No. 433

it pages 404

to

Volume No.

1623

Book No.

4-2006

Date

Sub-Registrar



Note of Return:-

This document will be returned on

7-4-2006

SUB-REGISTRAR
KLHAS