

AGREEMENT FOR SALE

This Agreement for sale is made and executed at Panaji, Goa on thisday of the month of, of the Christian year Two Thousand and Eighteen i.e. (...../...../.....).

BETWEEN

1).Smt. Durgabai alias Durga Umakant Kenkre, wife of Late Umakant Bhalchandra Kenkre, 88 years of age, widow, holder of Pan Card bearing no.ADRPK1677K, also holding Aadhaar Card bearing no.8799 1876 6041, represented through her duly constituted attorney her son Dr. Sunil Umakant Kenkre, vide power of attorney dated 29th March, 2014, registered under no. 425/2014, dated 29/03/2014, which is duly executed before the Notary Mr. Sanjay A. Gaonkar, having office at Panaji - Goa.;

AND;

2). Dr. Sunil Umakant Kenkre, Son of Late Umakant Bhalchandra Kenkre, aged 58 years of age, married, occupation Doctor, holder of Pan Card bearing no. AJIPK6999B, and also holding Aadhaar Card bearing no. 7791 7767 8788, and his wife;

3). Mrs. Seema Sunil Kenkre, daughter of Anand Dukle, 49 years of age, married, occupation housewife, holder of Pan Card bearing no. AJIPK7003J and also holding Aadhaar Card bearing no. 8252 7090 6988; represented through her duly constituted attorney her husband Dr. Sunil Umakant Kenkre, vide power of attorney dated 28th December, 2017, registered under no. 1362/2017, dated 28/12/2017, which is duly executed before the Notary Mr. Sanjay A. Gaonkar, having office at Panaji - Goa.; and

4). Dr. Sandeep Umakant Kenkre, Son of Late Umakant Bhalchandra Kenkre, aged 55 years of age, married, occupation Doctor, holder of Pan Card bearing no. ADKPK6743M, and also holding Aadhaar Card bearing no. 5931 8454 6176., and his wife;

5). Dr. Ashwini Sandeep Kenkre, daughter of Suresh Waman Shirwaikar, 50 years of age, married, occupation Doctor, holder of Pan Card bearing no. ADPPK9761L and also holding Aadhaar Card bearing no. 2261 2339 3614; represented through her duly constituted attorney her husband Dr. Sandeep Umakant Kenkre, vide power of attorney dated 28th December, 2017, registered under no. 1363/2017, dated 28/12/2017, which is duly executed before the Notary Mr. Sanjay A. Gaonkar, having office at Panaji - Goa.;

All the above parties are Indian Nationals and permanent residents of house no.469, Kenkre House, Cujira, Cabeca, Calapor, Santa Cruz, Tiswadi Goa.

Hereinafter referred to as the "ORIGINAL OWNERS" (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) party of the **FIRST PART**.

AND

6). **MIR.**, S/o. Mr. Shivaji Arjun Varnekar, age years, married, Service, holder of Pan Card bearing No..... Indian National, permanent residents of House
.....

Hereinafter referred to as the **"PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) party of the **SECOND PART**.

Hereinafter referred to as the **"PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) party of the **SECOND PART**.

AND

7). **RAJDEEP BUILDERS**, registered Proprietorship Firm of Mr. RAJESH TARKAR, age 44 years, son of Shri. Ulo Tarkar, Builder cum Developer, married, Indian National, holder of Pan Card bearing no.AFOPT9698A, having registered office at Office no. 202, 2nd Floor, Mathias Plaza, Above Canara Bank, 18th June Road, Panaji - Goa,

Hereinafter referred to as the **"BUILDER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its heirs, successors, legal representatives and assigns) party of the **THIRD PART**.

AND

8). **MRS. DEEPA RAJESH TARKAR**, 42 years of age, wife of Mr. Rajesh Tarkar, housewife, Indian National, holding PAN Card No.AFNPT7429J and resident of house no. 201, bearing Panchayat Registered House no. 21/178/A-8, located on the Second Floor, Rajdeep Residency, Raviraj Colony, Nagali Hills, Taleigao, Tiswadi - Goa.

Hereinafter referred to as **"CONFIRMING PARTY"** (Which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, successors, Legal Representatives and Assigns) **OF THE FOURTH PART**.

WHEREAS, there exists the immovable property known as "PREDIO PALMAR CABECA" situated at Santa Cruz in the Taluka of Tiswadi, Sub-District of Ilhas in the State of Goa. The entire property being one part of the property earlier described in the Land Registration office of Ilhas Taluka under no. 7324 of Book no. B-19 New, mentioned as Plot A and described as of now in the Land Registration office of Ilhas Taluka under no. 15191 at page 50 of Book B-40 New and registered in the Land Revenue record of Cujira under nos. 1 and 2. In this property there exists one house which is registered under Land Revenue records under no. 216 of Calapur, Santa Cruz, Goa. A portion of the property is Surveyed under new Survey no, 110/1, 111/1 of Village Calapur of Tiswadi Taluka, and Survey no. 5/1 and 6/1 of Cujira Village, Tiswadi Taluka in the State of Goa., and is more particularly described in the Schedule - 1 written hereunder, and being hereinafter referred to as the **"SAID PROPERTY"**.

AND WHEREAS, the above SAID PROPERTY was originally owned by Late Bhalchandra Fatu Kenkre and on his demise as also of his wife, came to be owned by his seven children namely Shri. Umakant Bhalchandra Kenkre, Shri. Fatu Bhalchandra Kenkre, Shri. Trimbak Bhalchandra Kenkre, Shri. Diwakar Bhalchandra Kenkre, Shri. Shrikishna Bhalchandra Kenkre, Shri. Shripad Bhalchandra Kenkre and Shri. Rajendra Bhalchandra Kenkre.

AND WHEREAS, vide a Deed of Partition dated 30/11/1970 registered in the office of the Sub-registered of Ilhas at Panaji under no. 42 at pages 342 to 364 in Book no. I, Volume no. 48 on 23/02/1971, the SAID PROPERTY came to be allotted unto the seven sons of Late Bhalchandra Fatu Kenkre with one seventh share to each of the children

AND WHEREAS, vide Sale Deed dated 02/01/1973 registered in the Sub –Registrar office of Ilhas under no. 37 at pages 93 to 104 in Book no. Volume no. 71 on 19/01/1973, one co-owner Shri. Trimbak Bhalchandra Sinai Kenkre along with his wife conveyed and transferred their one seventh share in the SAID PROPERTY in favour of Shri. Umakant Bhalchandra Kenkre.

AND WHEREAS, vide another Sale Deed dated 19/03/1980 registered in the Sub – Registrar office of Ilhas under no. 373 at pages 337 to 346 in Book no. I Volume no. 150 on 06/10/1980, Shri. Shripad Bhalchandra Kenkre and his wife, Shri. Diwakar Bhalchandra Kenkre and his wife and Shri. Rajendra Bhalchandra Kenkre and his wife conveyed and transferred their undivided right and share in the SAID PROPERTY in favour of Late Fatu Bhalchandra Kenkre and his wife and Shri. Umakant Bhalchandra Kenkre and his wife.

AND WHEREAS, in terms of the Deeds aforementioned Shri. Umakant Bhalchandra Kenkre along with his wife Smt. Durga Umakant Sinai Kenkre became the absolute owner of half of the undivided right, share and interest in the SAID PROPERTY and Smt. Vanashri Fatu Kenkre and her husband Fatu Bhalchandra Sinai Kenkre the owner of the remaining half of the SAID PROPERTY.

AND WHEREAS, Smt. Vanashri Fatu Kenkre, Shri. Nitin Fatu Kenkre and his wife Smt. Pratibha Nitin Kenkre comprises the entire half share of Late Fotu Bhalchandra Kenkre and Smt. Durga Umakant Kenkre, Dr. Sunil Umakant Kenkre and his wife Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre and his wife Dr. Smt. Ashwini Sandeep Kenkre comprises the entire half share of Late. Umakant Bhalchandra Kenkre.

AND WHEREAS, Smt. Vanashri Fatu Kenkre, Shri. Nitin Fatu Kenkre and his wife Smt. Pratibha Nitin Kenkre comprises the entire half share of Late Fotu Bhalchandra Kenkre and Smt. Durga Umakant Kenkre, Dr. Sunil Umakant Kenkre and his wife Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre and his wife Dr. Smt. Ashwini Sandeep Kenkre have applied for and obtained the necessary permissions for the carrying of the construction on the Plot no. 4 admeasuring 1,900 sq.mts, and the Plot no. 7 admeasuring 1,100 sq.mts, and necessary permissions have already been obtained from the Town and Country Planning Department and the Village Panchayat of Santa Cruz, these plots located in the property bearing Survey no. 110(p) and 111(p) of the Village of Calapur and Survey no. 5(p) and 6(p) in Cujira Village, both in Tiswadi Taluka.

AND WHEREAS, by Deed of Partition dated 06/12/1990 a part of the said property comprising of Survey no.5, 6 and 64 of the Village of Cujira and Calapur was partitioned.

AND WHEREAS, in or about the year 2005, Late Shrikrishna Bhalchandra Kenkre and Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre filed a Special Civil Suit no. 56/2005/B and Special Civil Suit no. 58/2005/B in the Court of Civil Judge Senior Division Panaji challenging the Deed of Sale dated 19/03/1980 and Deed of Partition dated 06/12/1990. On the death of said Shrikrishna Bhalchandra Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre were impleaded as parties to the said Suit. The said Suits were dismissed on 22/10/2009 and 29/08/2009 respectively by the Court of Civil Judge Senior Division Panaji by Judgment and Order dated 22/10/2009 and 29/08/2009 respectively.

AND WHEREAS, Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre carried forward the said litigation in appeal challenging the said Judgment in High Court of Bombay at Panaji, in First Appeal No. 192/2009 and also in First Appeal No. 252/2009.

AND WHEREAS, upon obtaining Conversion of the part of the property from Agricultural to non-Agricultural purpose and upon obtaining approval from the Town and Country Planning Department vide letter no. DE/PNJ/16/T/6119/TCP/93/5291 dated 14/10/1993 and from the Village Panchayat of Santa Cruz under no. VP/SC13/93-94 dated 17/10/1993. The said property was divided into Sub divided plots by Umakant Kenkre and heirs of late Fatu Kenkre.

AND WHEREAS, by Deed of Gift dated 28/03/1981 registered in the office of the Sub-Registrar of Ilhas under no. 60 of Book no. I Vol no. 134 at pages 99 to 121 Shri Fatu Bhalchandra Kenkre, Smt. Vanashree Fatu Kenkre Shri. Umakant Bhalchandra Kenkre, and Smt. Durga Umakant Kenkre as donors conveyed and transferred inter alia the property Surveyed under Survey no. 110/1, 111/1 and 119/1 of Village Calapur of Tiswadi Taluka, and Survey no. 5/1, 6/1 of Cujira Village in the State of Goa in favour of Dr. Sunil Umakant Kenkre, Dr. Sandeep Umakant Kenkre and Shri. Nitin Fatu Kenkre.

AND WHEREAS, in turn by Deed of Partition dated 28/03/1981 registered in the office of the Sub-Registrar of Ilhas under no. 374 of Book no. I, Vol. no. 179 at pages 172 to 185 on 25/09/1982 Shri Fatu Bhalchandra Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Umakant Bhalchandra Kenkre, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Dr. Sandeep Umakant Kenkre and Shri. Nitin Fatu Kenkre the plots of the said property were partitioned and each of them was allotted independent plots of the said property "Palmar Cabece".

AND WHEREAS, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt., Pratibha Nitin Kenkre moved a M.C.A no. 833/2011 in F.A. no. 252/2009 to secure permission to dispose off some Sub-divided plots of the said property "Palmar Cabece".

AND WHEREAS, when the said M.C.A came up for hearing due to the intervention of a common family friend and relative, namely Krishnaraj Sukenkar, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep

Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre could sit together to resolve amicably their dispute which had surfaced between the families of Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre.

AND WHEREAS, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre sat together and decided, in order to preserve and maintain the dignity and honour of the family that all the dispute should be decided and/or settled within the family which they could sit down and resolve in a manner set out in Deed of Family Settlement Cum Allotment.

AND WHEREAS, by Deed of Family Settlement Cum Allotment dated 17/09/2012 between Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre & Smt. Anasuya Shrikrishna Kenkre alias Anasuya Sheila Kenkre, Dr. Smt. Tanya Shrikrishna Kenkre & Mr. Bhalchandra Nilesh Kenkre and Dr. Anthony Leonard Fabio (Confirming Party) divided the Plots amongst themselves. The said Deed of Family Settlement Cum Allotment 17/09/2012 was registered under Book I, Document Registration no. PNJ-BK1-02481-2012 CD Number PNJD17 dated 18/09/2012 before Sub-Registrar of Ilhas.

AND WHEREAS, in the said First Appeal No. 192/2009 and First Appeal No. 252/2009, the respective parties filed the Consent Terms along with the Copy of the Deed of Family Settlement Cum Allotment 17/09/2012 and the Power of Attorney before the Hon'ble High Court of Bombay at Goa and in terms of Consent Terms along with the Copy of the Deed of Family Settlement Cum Allotment 17/09/2012 and the Power of Attorney the Hon'ble High Court of Bombay at Goa vide Order dated 17/09/2012 disposed of the said First Appeal No. 192/2009 and First Appeal No. 252/2009.

AND WHEREAS, the T.C.P. has issued a Technical Clearance Order dated 08/07/2014 to Mr. U. B. Kenkre and family.

AND WHEREAS, the Village Panchayat of Santa Cruz issued a Construction License under no. VP/SC/21/1201/2014-15 dated 25/09/2014 to Mr. U. B. Kenkre and family., wherein the ORIGINAL OWNERS have further renewed the said above construction licence from the office of the Village Panchayat Santa-Cruz, by vide Ref. no. VP/SC/21/1298/2017-18 dated 21/9/2017.

AND WHEREAS, vide Agreement dated 31/03/2015, Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre, Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre agreed top divided Plot no. 4 and the Plot no. 7 amongst themselves. As per the said agreement Plot no. 4 allotted to Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre, Smt. Pratibha Nitin Kenkre and the Plot no. 7 allotted to Smt. Durgabai Umakant Kenkre, Dr. Sunil Umakant Kenkre, Smt. Seema Sunil Kenkre, Dr. Sandeep Umakant Kenkre, Dr. Smt. Ashwini Sandeep Kenkre. The said Agreement is registered under no. 240/2015, dated 31/03/2015 before the Notary Sanjay A. Gaonkar., and as an abundant caution the above parties to the said Agreement dated 31/03/2015 namely Smt. Vanashree Fatu Kenkre, Shri. Nitin Fatu Kenkre and Smt. Pratibha Nitin Kenkre were made party to the Development Agreement dated 08/02/2018, executed by the ORIGINAL OWNERS and the BUILDER/DEVELOPER herein before the office of the Ilhas, Panaji – Goa., registered under Registration Number PNJ-BK1-00403-2018, CD Number PNJD62 on dated 09/02/2018.

AND WHEREAS, by virtue of the above said Agreement dated 31/03/2015, the allotted Plot no. 7 to the ORIGINAL OWNERS consists of :-

- a) The part portion of the property bearing Survey no. 111/1 of Calapur Village forming part of the above SAID PROPERTY is bounded as under:
East: by Village boundary of Cujira and property bearing Survey no. 112 of Calapur Village;
West: by property bearing Survey no. 109/1 of Calapur Village;
Village;
North: 110/1 and
South: by the existing tar road.
- b) The part portion of the property bearing Survey no. 110/1 of Calapur Village forming party of the SAID PROPERTY is bounded as under:
East: by Village boundary of Cujira
West: by property bearing Survey no. 109/1 & 77/1
North: by Village boundary of Cujira &
South: by property bearing Survey no. 111/1.
- c) The part portion of the property bearing Survey no. 5/1 of Cujira Village, forming part of the SAID PROPERTY is bounded as under:
East: by property bearing Survey no. 44 of Cujira Village.
West: by Village boundary of Calapur and dry nalla,
Survey no. 6/1 of Cujira Village.
North: by property bearing Survey no. 6/1, 4/1, 4/6, 4/7,

4/8, 4/9, 4/10, 4/11 & 4/12 and

South: by Village boundary of Calapur of Survey no. 110/1.

d) The part portion of the property bearing Survey no. 6/1 of Cujira Village, forming part of the SAID PROPERTY is bounded as under:
East: by property bearing Survey no. 5/1 of Cujira Village.

West: by Village boundary of Calapur and dry nalla

North: by property bearing Survey no. 4/1, 7/16 and 8/7 and

South: by property bearing Survey no. 5/1.,

All together the above part portion of the survey nos. 110/1 and 111/1 of Village Calapur of Tiswadi Taluka and survey nos. 5/1 and 6/1 of Cujira Village of Tiswadi Taluka, having admeasuring area 1,100 sq.mtrs., which forms part of the SAID PROPERTY, which is identified as "PLOT NO. 7., and is more particularly described in the Schedule - II, hereunder written and hereinafter be referred to as the "SAID PLOT NO. 7".

AND WHEREAS, the BUILDER/DEVELOPER approached the ORIGINAL OWNERS with a proposed scheme of development and construction of the residential flats/proposed buildings in the SAID PLOT NO. 7 more particularly described in the Schedule -II., and accordingly the BUILDER/DEVELOPER and the ORIGINAL OWNERS have executed the above said Development Agreement dated 08/02/2018, duly registered before the office of the Sub-Registrar of Ilhas, Tiswadi Taluka under registration no. PNJ-BK1-00403-2018, CD Number PNJD62, dated 09/02/2018., on the condition that the BUILDER/DEVELOPER shall give fourteen (14) residential Flats bearing nos. UG1, UG2, 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402 & 403 in the residential proposed buildings for the ORIGINAL OWNERS, with fully furnished as per Schedule -III, alongwith the parking's of the said residential proposed buildings and the remaining fifteen (15) residential Flats bearing nos. UG3, UG4, UG5, 104, 105, 204, 205, 304, 305, 404, 405, 305, 502, 503 & 504 of the residential proposed buildings shall be retained by the BUILDER/DEVELOPER for free sale, and wherein alltogether the twenty nine (29) residential Flats shall be constructed on the SAID PLOT NO. 7 more particularly described in Schedule - II, as per the plans approved by the Town and Country Planning Department/North Goa and as per the Construction Licence issued by the Village Panchayat of Santa Cruz, with fully furnished as per the specifications hereto annexed in Schedule -III.

AND WHEREAS, the PURCHASER being desirous of acquiring certain premises in the said buildings approached the BUILDER/DEVELOPER and have agreed to purchase a Flat bearing no....., located on the Floor of the building known as "RAJDEEP KENKRE RESIDENCY", having super built-up area of sq.mtrs., alongwith the proportionate undivided rights and shares in the SAID PLOT NO.7, within the limits of Village Panchayat of Santa Cruz, Tiswadi - Goa, situated in the village of Calapur(St. Cruz), Tiswadi Taluka, Goa. The above FLAT No....., alongwith the allotted parking bearing No....., is more particularly

described in Schedule-IV, to be constructed on the SAID PLOT NO.7 more particularly described in the Schedule – II, which shall be completed in all respect as per the specifications hereto annexed in Schedule –III, alongwith the proportionate undivided right and share in the SAID PLOT NO.7, and the SAID FLAT bearing No..... shall consist of one bedroom, one kitchen, one living room, one toilet cum bathrooms, which SAID FLAT has been shown delineated in red colour boundary lines in the plan annexed hereto for a total consideration price of Rs...../- (Rupees T..... Only), being its market value, which premises are hereinafter for the sake of brevity will be referred to as the "SAID FLAT".

AND WHEREAS the BUILDER/DEVELOPER has offered to sell the SAID FLAT with the allotted parking bearing parking No....., alongwith the proportionate undivided right and share in the SAID PLOT NO. 7 to the PURCHASER and the PURCHASER have, relying on the representations and covenants hereinabove stated, agreed to purchase the SAID FLAT with the allotted parking bearing parking No....., alongwith the proportionate undivided right and share in the SAID PLOT NO. 7 and accordingly, the BUILDER/DEVELOPER is selling and conveying the SAID FLAT alongwith the allotted parking bearing parking No....., to the PURCHASER vide the present Agreement for Sale.

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

- 1). The BUILDER/DEVELOPER hereby agrees to sell to the PURCHASERS the SAID FLAT bearing Flat No....., i.e. the SAID FLAT described in schedule – IV, with allotted silt parking, alongwith the proportionate undivided right and share in the SAID PLOT NO.7, hereunder written and delineated on the plan hereto annexed and marked thereon with red colour for a total consideration of Rs...../- (Rupees Only).
- 2). Accordingly the PURCHASERS have paid to the BUILDER/DEVELOPER the sum of Rs...../- (Rupees Only) as earnest advance money in the following manner:-
 - a) A sum of Rs...../- (Rupeesonly) is paid by vide Cheque No..... dated drawn onBank, Panaji-Branch, in favour of the BUILDER/DEVELOPER, the receipt of which the BUILDER/ DEVELOPER has admitted and acknowledge the same.
- 3). The BUILDER/DEVELOPER hereby acknowledge the receipt of an amount of Rs...../- (Rupees Only) from the PURCHASER being part payment of the total consideration as agreed hereinabove.
- 4). The PURCHASER further agrees and undertakes to pay to the BUILDER/DEVELOPER a balance total consideration of Rs...../- (Rupees only) in the manner as set out in Schedule - V hereto.

5). The other FLAT OWNERS/HOLDERS of the SAID BUILDING or any of their members or any guests have no right to use and access to the top terraces of the SAID BUILDING, which is specifically allotted and by the BUILDER/DEVELOPER to the FLAT OWNERS/HOLDERS of the top floor of the SAID BUILDING, respectively.

6). It is specifically agreed and understood that on making the payment by the PURCHASERS to the BUILDER/DEVELOPER as per Schedule - V, the BUILDER/DEVELOPER shall complete the construction of the SAID FLAT and hand over to the PURCHASERS peaceful vacant possession of the SAID FLAT within a period of 36 months from the date of laying of the foundation stone upon obtaining all the necessary permissions with further extension of additional period of six (6) months.

Any delay in granting water connection/electricity connection, issuance of occupancy certificate by the Concerned Authorities or Court orders or due to any circumstances beyond the control of the BUILDER/DEVELOPER, shall NOT be attributable to the BUILDER/DEVELOPER.

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

Address of the PURCHASERS:-

.....
.....
.....
.....

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

In case of default in payment by the PURCHASERS, the BUILDER/DEVELOPER shall be entitled to rescind or terminate the present agreement in which case a part of the amount received from the PURCHASERS shall be refunded to them/him/her without any interest thereon after deducting 25% of the entire amount received by the BUILDER/DEVELOPER.

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

8. Likewise, the PURCHASERS also agrees that the BUILDER/DEVELOPER shall be entitled in their absolute discretion to make any reservation in respect of the benefit of any increase in FSI/FAR or any part thereof at any time hereinafter in favour of any persons and the PURCHASERS shall not object thereto in any manner. It is further specifically agreed and understood that any benefit of increase in FAR/FSI in respect of the said land shall always accrue and belong to the BUILDER/DEVELOPER even if such increase is made after handing over of the SAID FLAT to the PURCHASERS or the execution of sale deed/transfer document in respect of the undivided rights in the SAID PLOT NO. 7, in favour of the PURCHASERS. The BUILDER/DEVELOPER shall be

entitled to accordingly carry out any additional constructions on the said land making use of such increased FAR/FSI and the PURCHASERS shall not in any manner object thereof even if due to such additional construction any open areas are used for such additional constructions or the locations thereof are changed or entire plans modified in any manner as desired by the BUILDER/DEVELOPER, subject to the condition that the said additional construction shall not affect the rights of the PURCHASERS or shall not create any encumbrances on the SAID FLAT and shall not adversely affect the construction of the SAID FLAT.

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

10. In case the PURCHASERS are desirous of carrying out any additions, alterations or changes of the SAID FLAT, he/she shall intimate to the BUILDER/DEVELOPER about the same well in advance and if the BUILDER/DEVELOPER agrees for the same, the BUILDER/DEVELOPER shall carry out such works provided the PURCHASERS pays the extra cost in respect thereof as per the rates quoted by the BUILDER/DEVELOPER and in advance.

11. The PURCHASERS agrees that no pets or any type of animals will be allowed to keep in the vicinity of the building/s or in the Flat/s to be constructed on the SAID PLOT NO.7.

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

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

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

14. THE BUILDER/DEVELOPER shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by the Village Panchayat of St. Cruz, subject to below mentioned terms and conditions:-

(a) The PURCHASERS shall be bound to deposit with the BUILDER/DEVELOPER sum of Rs.3,00,000/- (Rupees Three Lakhs Only) for each flat, on issue of Occupancy Certificate by the Village Panchayat of St. Cruz. The aforesaid amount of Rs.3,00,000/- (Rupees Three Lakhs Only) shall be towards maintenance of common areas of the building namely Staircase, Lobby, Lifts, Service Areas, Stilt Parking's, Water Tanks, Water pumps, Garden, External Paintings, providing of security

service to the building and cleanliness of the above mentioned areas. The PURCHASERS undertake and bind to provide full co-operation to the BUILDER/DEVELOPER while undertaking maintenance of the above areas so much so that the PURCHASERS shall allow the BUILDER/DEVELOPER and or his agents, servants, managers etc., to enter their respective Flat/s for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the BUILDER/DEVELOPER.

(b) Upon completion of term of five years as stipulated above respective PURCHASERS shall be able to exercise two options: First whether to continue with the maintenance services as provided by the BUILDER/DEVELOPER with further period of five years and Second whether to stop further maintenance services of the BUILDER/DEVELOPER. If the PURCHASERS chose to exercise First option of continuing with maintenances services then respective FLAT HOLDER shall execute separate Maintenance Agreement with the BUILDER/DEVELOPER for period of further Five Years from the date of expiry of first Five Years period. If the PURCHASERS chose to exercise Second option of stopping further maintenance services of the BUILDER/DEVELOPER then the BUILDER/DEVELOPER shall refund to such FLAT HOLDER a sum of Rs.3,00,000/- (Rupees Three Lakhs Only).

(c) The PURCHASERS hereby bound and undertake to support the decision of the majority of the FLAT HOLDER in the said project, in exercising above mentioned options in clause (b) above and shall not be liable to deviate from the same at any cost.

(d) The BUILDER/DEVELOPER shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the respective FLAT HOLDER of the said project at any point of time after completing of five years from the date of the Occupancy Certificate with its sole discretion and without any interference or pressure from any of the Occupiers in case of non-co-operation of FLAT HOLDER in any respect and in such event deposit of sum Rs.3,00,000/- (Rupees Three Lakhs Only) shall be refunded back to respective FLAT HOLDER.

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

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

17. The PURCHASERS shall bear and pay all the costs towards, stamp papers and registration charges and other incidental costs and expenses for the purpose of the

conveyance to be made in favour of the PURCHASERS. However, the PURCHASERS shall be entitled to get the conveyance drafted through their/his/her advocate at the exclusive cost and expense of the PURCHASERS. Any incidental taxes, surcharge, duties, including stamp duty will be borne by the PURCHASERS.

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

19. The time is of absolute essence of this agreement and the BUILDER/DEVELOPER agrees to handover the possession of the SAID FLAT within a period of 36 months from the date of laying of the foundation stone upon obtaining all the necessary permissions with further extension of additional period of six (6) months due to any reason for delay, due to act of god, governmental delays etc. or upon obtaining the occupancy certificate from the Village Panchayat of St. Cruz/concerned authority. The BUILDER/DEVELOPER shall execute the Sale Deed in favour of the PURCHASERS upon handing over the possession of the SAID FLAT.

20. Both the parties are entitled for specific performance of this agreement.

21. Any dispute of differences if any arises between the parties the same shall be tried with the jurisdiction of Panjim (Ilhas) Courts.

22. Whatever not specifically provided herein, shall be governed by the law applicable to the parties.

23. The possession of the SAID FLAT bearing No.305 is NOT being handed over to the PURCHASERS and market value of the SAID FLAT is Rs...../- (Rupees Only) and accordingly stamp duty of 2.9% amounting to Rs...../- (Rupees Only) is paid herewith, which shall be borne by the PURCHASERS.

SCHEDULE - I

(Description of the SAID PROPERTY)

ALL THAT there exists the immovable property known as "PREDIO PALMAR CABECA" situated at Santa Cruz in the Taluka of Tiswadi, Sub-District of Ilhas in the State of Goa. The entire property being one part of the property earlier described in the Land Registration office of Ilhas Taluka under no. 7324 of Book no. B-19 New, mentioned as Plot A and described as of now in the Land Registration office of Ilhas Taluka under no. 15191 at page 50 of Book B-40 New and registered in the Land Revenue record of Cujira under nos. 1 and 2. In this property there exists one house which is registered under Land Revenue records under no. 216 of Calapur, Santa Cruz, Goa. A portion of the property is Surveyed under new Survey no, 110/1, 111/1 of Village Calapur of Tiswadi Taluka, and Survey no. 5/1 and 6/1 of Cujira Village, Tiswadi Taluka in the State of Goa.

SCHEDULE – II

(Description of the SAID PLOT NO. 7)

ALL THAT part of the property identified as Plot no. 7, having admeasuring area 1,100 sq.mtrs., forming part of the above SAID PROPERTY more particularly described in Schedule – I hereinabove, situated at Santa Cruz, within the jurisdiction of the Village Panchayat of Santa Cruz, Tiswadi Taluka, State of Goa, and consists of properties namely;

a) The part portion of the property bearing **Survey no, 111/1** of Calapur Village forming part of the above SAID PROPERTY is bounded as under:

East: by Village boundary of Cujira and property bearing Survey no. 112 of Calapur Village;

West: by property bearing Survey no. 109/1 of Calapur Village;

North: 110/1 and

South: by the existing tar road.

b) The part portion of the property bearing Survey no, 110/1 of Calapur Village forming party of the SAID PROPERTY is bounded as under:

East: by Village boundary of Cujira;

West: by property bearing Survey no. 109/1 & 77/1;

North: by Village boundary of Cujira &

South: by property bearing Survey no. 111/1.

c) The part portion of the property bearing Survey no, 5/1 of Cujira Village, forming part of the SAID PROPERTY is bounded as under:

East: by property bearing Survey no. 44 of Cujira Village;

West: by Village boundary of Calapur and dry nalla, Survey no. 6/1 of Cujira Village;

North: by property bearing Survey no. 6/1, 4/1, 4/6, 4/7, 4/8, 4/9, 4/10, 4/11 & 4/12 and

South: by Village boundary of Calapur of Survey no. 110/1.

d) The part portion of the property bearing Survey no, 6/1 of Cujira Village, forming part of the SAID PROPERTY is bounded as under:

East: by property bearing Survey no. 5/1 of Cujira Village;

West: by Village boundary of Calapur and dry nalla;

North: by property bearing Survey no. 4/1, 7/16 and 8/7 and

South: by property bearing Survey no. 5/1.,

SCHEDULE - III

(Brief Description and Specification)

i) THE STRUCTURE:

It is RCC structure with external walls upto the plinth in Concrete Blocks masonry and the external walls in supper structure shall be 20cm thick in Light weight Blocks masonry. The external plaster will be double coat and sand faced cement plaster furnished with two coats of cement paints along with primer. The internal walls shall be in Blocks Masonry of 10cm thick. The internal plaster shall be of readymade mix Birla wall putti with good quality paint.

ii) MAIN SAFETY DOOR:

Stainless steel safety Gate for main door.

iii) DOORS AND WINDOWS:

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

iv) SAFETY GRILLS:

Safety Fabrication Grills will be provided uniformly to all flats.

v) CEILING:

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

vi) FLOORING:

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

vii) SANITARY AND TOILET FITTINGS:

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

viii) KITCHEN:

The Kitchen Platform will be of Black Colour Granite top with modern accessories and the aluminium Ladder with cabinet will be provided in the kitchen.

ix) FURNITURES AND FIXTURE:

Sofa set with Center Table in living room, Dining Table with four Chairs and Wardrobe with Bed in each Bed Room of Plywood.

X) ELECTRICAL INSTALLATION:

All rooms of the flat will be provided with LED Lights, Fans and bathroom with Exhaust Fans.

XI) AIR CONDITIONERS:

All bedrooms will be provided with split Air Conditioner.

XIII) CURTAINS:

Curtains will be provided for all windows.

SCHEDULE-IV

(DESCRIPTION OF THE SAID FLAT BEARING NO.)

ALL THAT FLAT identified as FLAT No....., located on theFloor of the building known as "RAJDEEP KENKRE RESIDENCY", having super built-up area of sq.mtrs, and allotted parking bearing no....., alongwith the proportionate undivided rights and shares in the SAID PLOT NO.7, with allotted parking bearing no., within the limits of Village Panchayat of Santa Cruz, Tiswadi – Goa, situated in the village of Calapur (St. Cruz), Tiswadi Taluka, Goa, to

be constructed on the SAID PLOT NO.7 more particularly described in the Schedule – II., the SAID FLAT consists of one bedroom, one kitchen, one living room and one toilet cum bathroom of which SAID FLAT has been shown delineated in red colour boundary lines in the plan annexed hereto.

SCHEDULE-V

PAYMENT SCHEDULE

- 1st payment:** Advance for booking Rs...../-(Rupees @20% of total consideration of flat of Rs.....
- 2nd payment:** Rs.....-(Rupees only) @15% of total consideration of flat for Rs..... on commencement of Plinth.
- 3rd payment:** Rs...../-(Rupeesonly) @10% of total consideration of flat for Rs..... on commencement of 1st slab.
- 4th payment:** Rs...../-(Rupees only) @10% of total consideration of flat for Rs..... on commencement of 2nd slab.
- 5th payment:** Rs...../-(Rupees only) @10% of total consideration of flat for Rs..... on commencement of 3rd slab.
- 6th payment:** Rs...../-(Rupees only) @10% of total consideration of flat for Rs..... commencement of 4th slab.
- 7th payment:** Rs...../-(Rupees Three Lakhs Eighty Thousand only) @10% of total consideration of flat for Rs..... on commencement of 5th slab.
- 8th payment:** Rs...../-(Rupees only) @10% of total consideration of flat for Rs..... on commencement of 6th slab.
- 9th payment:** Balance payment at the time of sale deed or against occupancy certificate from concern Govt. Department, Rs...../-(Rupees only) @5% of total consideration of flat for Rs..... whichever is earlier.

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

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

SIGNED, SEALED AND DELIVERED]

by the within named]
"ORIGINAL OWNERS"]

Dr. Sunil Umakant Kenkre, for self as OWNER]

NO. 2 & as attorney holder for OWNER]

NO. 1 & 3, Party of the **FIRST PART.**]

_____]

L. H. T. I.

R. H. T. I.

SIGNED, SEALED AND DELIVERED]

by the within named]
"ORIGINAL OWNERS"]

Dr. Sandeep Umakant Kenkre, for self as]

OWNER NO. 4 & as attorney holder for]

OWNER NO. 5, Party of the **FIRST PART.**]

_____]

L. H. T. I.

R. H. T. I.

SIGNED, SEALED AND DELIVERED]
by the within named "PURCHASERS"]
6). MR.....,]
Party of the **SECOND PART.**]

L. H. T. I. _____ R. H. T. I. _____

SIGNED, SEALED AND DELIVERED]
by the within named "BUILDER/DEVELOPER"]
7). RAJDEEP BUILDERS, Proprietorship Firm]
of **RAJESH TARKAR.,** of the **THIRD PART.,**]
Represented through his duly constituted]
attorney his wife **MRS. DEEPA RAJESH**]
TARKAR, and 9). **MRS. DEEPA RAJESHTARKAR**]
TARKAR for self as "**CONFIRMING PARTY**",]
of the **FOURTH PART.**]

L. H. T. I. _____ R. H. T. I. _____

WITNESSES:

- 1. NAME :- _____
- 2. NAME :- _____

