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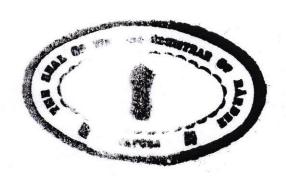
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For CITIZENCREDIT™ CO-OP. BANK LTD.

Authorised Signatory



2022-BR2-353 25/01/2022

AGREEMENT FOR SALE CUM DEVELOPMENT

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This **AGREEMENT FOR SALE CUM DEVELOPMENT** is made at Mapusa Bardez, Goa on this $18^{\rm th}$ day of January of the year Two Thousand and Twenty Two (18.01.2022).

BETWEEN

1. MR. FRANCIS VIEGAS, son of Mr. Francis Xavier Viegmarried, business, holder of PAN Card No.	gas, aged 57 years, V
No. Indian National and his wife;	
2. MRS. KALE E VIEGAS DEEPA alias DEEPA KALE E V	/IEGAS, wife of Mr.
Francis Viegas, daughter of Pradip Hiraji Kale, aged 49 years	
holder of PAN Card No Aadhaar Card No.	, Indian
National, both residing at House No.293/A, Sonar Vaddo, Verla	a, Parra, Bardez, Goa
403510;	
3. MR. ROMEO CASTRO, son of Mr. Marino Castro, aged	41 years married
business, holder of PAN Card No.	
Indian National and his wife;	,
4. MAS NARGITA DSOUZA alias NARGITA BAVTIS D'SOUZA	A, wife of Mr. Romeo
eastro Daughter of Bavits John Dsouza, aged 33 years, marri	
Card No. Aadhaar Card No.	, Indian National,
both residing at House No.649/2, Near Mr. Farmer's Nursery,	St. Anthony' Waddo,
Guirim, Bardez, Goa-403507, hereinafter referred to as the "O	WNERS/VENDORS",
(which expression shall, wherever the context requires unless repugnant to the	
meaning thereof, be deemed to mean and include their success	ssors and assigns) of
the "FIRST PART".	
AND	
RAJDEEP BUILDERS, a registered Proprietorship Firm, havi	
709 & 710, 7th floor, "Gera Imperium Star", Near Central Library, Patto, Panaji-	
Goa, 403001, represented through its sole proprietor RAJESH TARKAR , aged 47	
years, son of Shri. Ulo Tarkar, business, Indian National,	
	f Penthouse No.201,
Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Par	
referred to as the "PURCHASER/DEVELOPER" (which express:	
repugnant to the context or meaning thereof includes all its suc and legal assigns) of the SECOND PART .	ccessors, transferees
and regar assigns) of the SECOND PART.	
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AND

MRS. DEEPA RAJESH TARKAR, wife of Rajesh Tarkar, aged 45 years, married, housewife, Indian National, holder of PAN Card No.

Aadhaar Card No.

No.

According at Penthouse No.201, Rajdeep Residency, Raviraj Colony, Nagali Hills, Dona Paula, Goa, hereinafter referred to as the "CONFIRMING PARTY", (which expression shall unless it be repugnant to the context or meaning thereof include all her successors, transferees and legal assigns) of the THIRD PART.

WHEREAS, there exists a property coconut palm groove known as "FIRGUEM BHAT" also known as "MODDA CULAGOR" also known as "MADA CULAGOR" also known as "FIRGUENCHEM BATA", previously admeasuring an area of 4,100 sq. mts., surveyed under Survey No. 86/3, which admeasured 4,000 sq. mts., and Survey No. 86/14, admeasured an area of 100 sq. mtrs and now admeasuring 3642 sq. mts and holding separate and independent survey No. 86/3. This property is described in the Land Registration Office of Bardez, under Description No. 30036 at Folio 82V of B-77, falls within the limits of Village Panchayat of Guirim, Bardez, Goa. This property is hereinafter referred to as the "Said Property", more particularly as entire property in Schedule-I hereunder.

WHEREAS the said property was purchased by Maria Adelina Castro vide Deed of purchase and Sale dated 28/01/1930 from Mr. Napoleao Januario Duarte and his wife Mrs. Fremiota Felecidade Brito e Duarte and accordingly the said property is inscribed at Inscription No. 23035 at folios 147 of Book G-29 of the inscriptions of transfer in favour of the said Maria Adelina Castro and described under description No.30036 at Folio 82V of B-77 in the Land Registration Office of the Judicial Division of Bardez.

AND WHEREAS the said Maria Adelina Castro was married to Lourenco Miguel Rodrigues.

AND WHEREAS the said Lourenco Minguel Rodrigues and Maria Adelina Castro e Rodrigues expired on 15/03/1947 and 15/09/1963 respectively, leaving behind them their only son Mr. Mathew Rodrigues also known as Matheo Rodrigues also known as Mateus Rodrigues as their sole heir.

AND WHEREAS vide Deed of Qualification of Heirs dated 28/11/1967 duly executed before the Notorial Office of Judicial Division of Bardez and Registered at folios 29(V) onwards of Book No. 690, the said Mr. Mathew Rodrigues also known as Matheo Rodrigues also known as Mateus Rodrigues was affirmed as the sole and

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universal heir of the said Maria Adelina de Castro e Rodrigues and her husband said Lourenco Minguel Rodrigues.

AND WHEREAS the said Mr. Mathew Rodrigues was married to Mrs. Gracy Rodrigues alias Felecia Garacia Idalina Fernandes e Rodrigues, who were their universal heirs and as such inherited the said property.

AND WHEREAS the said Mr. Mathew Rodrigues and his wife Mrs. Gracy Rodrigues alias Felecia Garacia Idalina Fernandes e Rodrigues out of their marriage had three (3) children viz:-

- (1) Eldest daughter, Mrs. Margaret Adline Angela Vaz alias Margaret Adline Angela Vas alias Margaret Adline A. Vas, married to Mr. Valentino Sylvester Vaz alias Valentino Agostinho Manuel Silverio alias Valentino Manuel Silveiro Vas alias Velentino Vaz alias Valantino Vaz,
- (2) Second son Mr. Michael Agnelo Guilherme Rodrigues, married to Mrs. Connie Rodrigues and;
- (3) Third daughter Mrs. Merline Rodrigues e Mascarenhas married to Mr. Joseph Ferdinand Mascarenhas; as their heirs.

AND WHEREAS the said Mathew Rodrigues expired on 22/02/2004, without any amentary disposition, however, the said Mrs. Gracy Rodrigues alias Felecia Garacia Idalina Fernandes e Rodrigue expired on 29/01/2011 executing a Will' dates 13/01/2011, bequeathing her share of her disposal quota to her three (3) grandchildren viz:- (1) Miss Mischelle Rodrigues, (2) Miss Melana Rodrigues and (3) Master Melroy Rodrigues.

AND WHEREAS the above said Miss Mischelle Rodrigues expired on 27/10/2014 and as such her share devolved on to her parents Mr. Michael Agnelo Guilherme Rodrigues and Mrs. Connie Rodrigues.

AND WHEREAS as such the entitlement to the said property is as follows:-

1) Mrs. Margaret Adline

- 1/8th Share i.e.

455.25 sq. mts.

Angela Vaz alias Margaret

Adline Angela Vas

alias Margaret Adline A. Vas,

married to Mr. Valentino

- 1/8th Share i.e. 455.25 sq. mts.

Sylvester Vaz alias Valentino

Agostinho Manuel Silverio alias

Valentino Manuel Silveiro Vas alias

Velentino Vaz alias Valantino Vaz,

2) Mr. Michael Agnelo

 $-1/6^{th} + 12^{th} + 12^{th} = 1/3^{rd}$

Guilherme Rodrigues married to Mrs. Connie Rodrigues,

3) Mrs. Merline Rodrigues

- 1/4th Share

e Mascarenhas married

to Mr. Joseph Ferdinand Mascarenhas

4) (a) Miss Melana Rodrigues and -

1/12th Share

(c) Master Melroy Rodrigues.

1/12th Share

Note: The shares at Point 2, 3 and 4 works out to 3/4th share of the said property.

AND WHEREAS the Michael Agnelo Guilherme Rodrigues and Mrs. Connie Rodrigues were in unhindered possession and holding the "Said Property" as their own without any interference from whomsoever in whatsoever manner.

AND WHEREAS Mr. Michael Agnelo Guilherme Rodrigues and Mrs. Connie Rodrigues took care and looked after the said Mathew and Gracy Rodrigues till their death and stayed together with them in their house bearing House No. 419, Firguem Bhat of Village Panchayat Guirim standing in the "Said Property" thus exelusively holding and enjoying the "Said Property".

AND WHEREAS a part of the said property bearing Survey No. 86/14, admeasuring 100 sq. mts., was a mundkarial house of one late Gajanan Sawant who was succeeded by his wife Smt. Bandini Sawant Jitendra Sawant and her son Jeetendra Gajanan Sawant and Rajashree Jitendra Sawant.

AND WHEREAS vide Deed of Sale dated 20/03/2014 duly registered before the Sub Registrar of Bardez, under Bookk-1 Document, Registration No. BRZ-BK1-01340-2014, CD. No. BRZD654 on 01/04/2014 said Mundkars, namely, Smt. Bandini Sawant Jitendra Sawant and her son Jeetendra Gajanan Sawant and Rajashree Jitendra Sawant purchased the said property bearing Survey No. 86/14, admeasuring 100 sq. mts. and an additional area admeasuring 358 sq. mts of property bearing survey No. 86 of sub division No. 3, thus totalling to 458 sq. mts from said Mr. Michael Agnelo Guilherme Rodrigues from Mrs. Connie Rodrigues.

AND WHEREAS as said above said property totally admeasured 4100 sq. mts., subtracting the above said mundkarial plot area of 458 sq. mts., sold to the above said Mundkar there remained the effective balance area of 3642 sq. mts of the Said Property and is now holding a separate and independent survey No. 86 of Sub Division No.3 of Village Guirim Bardez Goa,

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AND WHEREAS the names of said Mr. Michael Agnelo Guilherme Rodrigues and Mrs. Connie Rodrigues reflected in the occupants column of Form I & XIV of 86 of Sub Division No.3 of Village Guirim, Bardez Goa.

AND WHEREAS vide Agreement for Sale and Development dated 27.05.2013 duly registered before the Notary Adv. D.S.Petkar and registered under Serial No. 13610/2013, said Merlin Rodrigues e Mascarenhas and her husband Mr. Joseph Ferdinand Mascarenhas, agreed to sell their share in the said plot to Mr. Romeo Castro.

AND WHEREAS vide Deed of Sale dated 06/03/2014 duly registered under Registration No. BRZ-BK1-01089-2014, CD Number BRZD644 on dated 20/03/2014 Owners/Vendors No.1 and No. 3 herein purchased from the said Mr. Valentino Sylvester Vaz alias Valentino Agostinho Manuel Silverio alias Valentino Manuel Silverio Vas alias Velentino Vaz alias Valentino Vaz his undivided 1/8th share/ right in the Said Property, approximately admeasuring 455.25 sq.mts.

AND WHEREAS subsequently Mr. Micheal Agnelo Guilherme Rodrigues and Mrs. Connie Rodrigues put Mr. Francis Viegas and Mr. Romeo Castro, in possession of the said property on 29/04/2014 vide Agreement for Sale and Development dated 29/04/2014 duly registered before the Notary Adv. D.S. Petkar, registered under Serial No.10561/2014.

AND WHEREAS vide application dated 26/12/2014 elder daughter of the said Deceased Mathew Rodrigues the said Mrs. Margaret Adline Angela Vaz alias Margaret Adline Angela Vas alias Margaret Adline Angela Vas alias Margaret Adline A. Vas filed Inventory Proceeding No. 1 of 2015 before the Civil Judge Senior Division "A" Court Mapusa on the death of the above said Mr. Mathew Rodrigues and Mrs. Gracy Rodrigues as regards their estate left behind by them for devolving the same as per the prevailing laws of succession in Goa.

AND WHEREAS during the pendency of inventory proceedings, vide Deed of Sale dated 29/12/2016 duly registered under Registration No. BRZ-BK1-00007-2017, CD Number BRZD784 on dated 02/01/2017, the Owner/ Vendor No. 1 herein purchased from the said Mrs. Margaret Adline Angela Vaz alias Margaret Adline Angela Vas alias Margaret Adline Angela Vas alias Margaret Adline A. Vas her undivided 1/8th share/ right in the "Said Property" approximately admeasuring 455.25 sq.mts.

AND WHEREAS said Mr. Michael Agnelo Guilherme Rodrigues, who was appointed as Cabeca de Casal in the said Inventory Proceeding No. 1 of 2015/A pending before the Civil Judge Senior Division "A" Court Mapusa took in auction the said property vide Minutes of Auction dated 18/01/2020.

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AND WHEREAS the said Inventory was concluded vide Judgement and Decree dated 14/08/2020, and as such Mr. Michael Agnelo Guilherme Rodrigues and Mrs. Connie Rodrigues, became the rightful owners of the said property entitled to dispose the said property.

AND WHEREAS since share of Merlin Rodrigues e Mascarenhas and her husband Mr. Joseph Ferdinand Mascarenhas was purchased in auction by Mr. Michael Agnelo Guilherme Rodrigues, the Agreement for Sale and Development dated 27.05.2013 duly registered before the Notary Adv. D.S.Petkar and registered under Serial No. 13610/2013, executed between Mrs. Merlin Rodrigues E Mascarenhas and Mr. Joseph Ferdinand Mascarenhas and Mr. Romeo Castro, was thereafter cancelled on 02.07.2021 vide Agreement for Cancellation of Agreement for Sale and Development dated 27.05.2013, registered before the Advocate Mr. Gajanan K Korgaonkar Advocate and Notary Public, Mapusa, Bardez Goa at Registration No. 1996.

AND WHEREAS Mr. Micheal Agnelo Guilherme Rodrigues expired on 03/03/2021 and upon his death a deed of Succession dated 15/04/2021 was executed, and as per the said succession deed, Mrs. Connie Rodrigues, Ms. Milena Rodrigues, Mr. Melroy Rodrigues, were declared as the only legal heirs of late Mr. Micheal Agnelo Guilherme Rodrigues.

AND WHEREAS Mrs. Connie Rodrigues, Ms. Milena Rodrigues, Mr. Melroy Rodrigues, Mr. Francis Viegas, Mrs. Deepa Kale E Viegas, Mr. Romeo Castro and Mrs. Nargita Dsouza E Castro, vide Agreement for Cancellation of Agreement for Sale and Development dated 29/04/2014 cancelled the Agreement for Sale and Development dated 29/04/2014 on 09.07.2021 registered before the Notary Advocate Sandeep B. Raikar, Bardez Goa at Registration No. 1236/21.

AND WHEREAS vide Deed of Sale dated 13/12/2021, duly registered before the Sub Registrar of Bardez at Serial No. 2021-BRZ-4773 of Book -1 of the year 2021, the Owners / Vendors purchased the balance 3/4th undivided share/ right admeasuring 2,730.50 sq. mts., in view of the signing of the Deed of Sale dated 13.12.2021, Mr. Francis Viegas and Mr. Romeo Castro, Owners / Vendors Nos. 1 and No.3 became the absolute owners of the said property.

AND WHEREAS the Owner/Vendor No.1 and 3 vide Deeds of Sale dated 05/03/2014 and dated 29/12/2016 purchased 1/4th i.e. 910.50 sq.mts of the said property and thereafter vide Deed of Sale dated 13.12.2021 purchased the balance undivided 3/4th share/right i.e. 2731.50 sq. mts., in the said property bearing Survey Nos. 86/3.

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AND WHEREAS Owner/Vendor No.2 married to Owner/Vendor No.1 and Owner/Vendor No. 4 married to Owner/Vendor No.3 and thus acquired right, title and interest in the Said Plot under Communion of Assets and thus became co-owner of the Said Plot admeasuring 3642 sq. mts. The plot shall be referred to as the **"SAID PLOT"** and more particularly described in Schedule III and for the sake of brevity shown in sketch to this Deed.

AND WHEREAS, the PURCHASER/DEVELOPER herein approached the OWNERS/VENDORS, with the intention to develop and purchase the Said Plot by constructing residential cum commercial building with flats and Units on the SAID PLOT.

AND WHEREAS, the OWNERS/VENDORS have represented and covenanted unto the PURCHASER/DEVELOPER as follows, viz.

- **a.** That the OWNERS/VENDORS are in exclusive and peaceful possession of the SAID PROPERTY.
- **b.** That no person(s) other than the OWNERS/VENDORS have any right, title and/or interest in the SAID PLOT.
- c. That the OWNERS/VENDORS have an absolute right to dispose and/or sell or other into Agreement for Sale cum Development in respect of the SAID PLOT, and or deal with it in any manner whatsoever.

the OWNERS/VENDORS have a clear and marketable title to the SAID

in the construction of a residential and/or a commercial building scheme thereon.

- **f.** That there are no *Mundcars* and/or persons entrusted with Watch/Ward duties and/or any persons claiming agricultural tenancy and/or any other right whatsoever in, to and/or over the SAID PLOT, and/or any part thereof. It is further clarified that the Mundkar has been fully settled in terms of Deed of Sale dated 01/04/2014 as stated herein above.
- **g.** That there is no legal bar or impediment to enter into Agreement for sale cum development in respect of the SAID PLOT, and that the SAID PLOT, is free from encumbrances, liens and/or charges.
- **h.** That no subsisting notices from the Central or State Governments or any other local body or authority under any Municipal Law or under any Acts, Schemes, Ordinance, Order or Notification including Notices/Proceedings for Acquisition/Requisition had/have been received by and/or served in respect of the SAID PLOT, nor any part thereof.
- i. That neither the SAID PLOT nor any part thereof is the subject matter of any attachment or of any Certificate or other recovery proceedings, under the Income

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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.

- **j.** That neither the SAID PLOT 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.
- **k.** That no person or entity has any right of road and/or passage and/or foot-path and/or right of crossing/re-crossing over and/or through the SAID PLOT or any part thereof. However, Owners / Vendors reserves for themselves access / road of 6 mts., width to ingress and egress to property bearing Survey No. 86/4 and 86/5 exclusively to the Owners/ Vendors.
- **1.** That the OWNERS/VENDORS have not entered into any agreement, understanding and/or arrangement for sale, development and/or disposal or otherwise howsoever with any other party in respect of the SAID PLOT and/or any part thereof.
- **m.** That there is a proper access/road required as per law for carrying out redevelopment on the Said Plot, as the eastern boundary of the Said Plot is abutting the National Highway NH66 to the extent of 19.50 M2.

AND WHEREAS, moreover the PURCHASER/DEVELOPER has agreed to develop and construct on the SAID PLOT, the residential cum commercial building consisting of residential Flats/Units, on the terms and conditions stipulated and order: -

- a. The OWNERS/VENDORS have paid all the property taxes and all other levies by whatever name called, to date.
- **b.** That the names of OWNERS/VENDORS appear in the occupant's column of Form I and XIV of the SAID PROJECT LAND and besides them no other name appears in the occupant's column or any other column thereof.
- **c.** As per the Town and Country Planning Department, the SAID PROJECT LAND is classified as Settlement Zone- 2 (S-2) with an F.A.R. of 0.6.
- **d.** The OWNERS/VENDORS have given to the PURCHASER /DEVELOPER copies of all the documents of title relating to the SAID PROJECT LAND and the PURCHASER/DEVELOPER after scrutinizing the same through their advocate, are satisfied with the title of the OWNERS/VENDORS to the SAID PROJECT LAND.
- **e.** The PURCHASER/DEVELOPER with the consent of the OWNERS/VENDORS had published a public notice on 03rd January 2021, in local newspapers OHeraldo, inviting objections, if any, in respect of the development of the SAID PROJECT

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LAND. No relevant objections were received by the PURCHASER/DEVELOPER and/or their Advocate. The PURCHASER/DEVELOPER have therefore fully satisfied themselves of the title of the OWNERS/VENDORS to the SAID PROJECT LAND and its marketability and have further satisfied themselves that the OWNERS/VENDORS are capable of entering into this Agreement with the PURCHASER/DEVELOPER.

AND WHEREAS, the PURCHASER/DEVELOPER has relying on the representations and covenants hereinabove stated, and pursuant to negotiations and discussions by and between the parties hereto, agreed to purchase the Said Plot from the OWNERS/VENDORS and OWNERS/VENDORS have assured to sell the Said Plot to the PURCHASER/DEVELOPER and as consideration of the Said Plot, the PURCHASER/DEVELOPER has offered to the OWNERS/VENDORS and or Vendors Nominees either jointly and or severely Semi Furnished Flats worth total super built up area sharing ratio of 40% in the Said Plot as per the approved plan of Office of the Senior Town Planner, Mapusa Goa, together with the proportionate undivided share in the Said Plot along with allotted proportionate free covered car parkings 16 in nos. as mentioned below, on carrying out development on the Said Plot by constructing a residential cum commercial building thereon, as per allotment chart as mentioned below in Schedule IV and balance Flats/units worth total super built up area sharing ratio of 60% together with the proportionate undivided share in the Said Rlot, as per allotment chart as mentioned below in Schedule V in the proposed construction of residential cum commercial building shall be retained by the PURCHASER / DEVELOPER for sale to the prospective purchasers.

AND WHEREAS the PURCHASER/DEVELOPER accordingly got the plans approved by Office of the Senior Town Planner, Mapusa Goa, vide Technical Clearance Order dated 25.06.2021 at Ref. No. TPB/6828/GUI/TCP-21/2489.

AND WHEREAS the PURCHASER/DEVELOPER further got the NOC from Directorate of Health Services, Primary Health Centre, Porvorim Goa vide Ref. No. PHCP/Cons.NOC/2021-22/925 dated 24.08.2021.

AND WHEREAS the PURCHASER/DEVELOPER finally got the Construction License from Village Panchayat of Guirim dated 25.08.2021 at Ref. No. VP/Gui/Const.Licence/2021/2022/F.7/478.

AND WHEREAS in pursuance of the aforesaid licenses and permissions, the parties hereto have now decided to execute an Agreement for Sale cum Development with respect to the Said Plot on the following terms and conditions.

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NOW THEREFORE THIS AGREEMENT FOR SALE CUM DEVELOPMENT WITNESSETH AS UNDER:

- 1) <u>DEFINITIONS</u>: In this Agreement, unless the context otherwise requires, the following words, with its grammatical variations and cognate expressions, shall mean the following:
- a) BUILT UP AREA: shall mean saleable area which is the area sold/ allotted to the Unit Holders of the Units.
- b) CARPET AREA: shall mean the net usable floor area of the Unit excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Unit Holder, but includes the area covered by the internal partition walls of the said unit.
- c) DEVELOPMENT PERMISSIONS: shall mean all the permissions required to carry out the development of the SAID PROJECT LAND for constructing thereon the SAID PROJECT, including Conversion Sanad, Technical Clearance, Construction Licences, Completion Certificate and Occupancy Certificate, and all other licenses, permissions, approvals, N.O.C's, Clearances, Consents from the Directorate of Fire and Imergency Services, Directorate of Health, Electricity Department, Water Works Pepartment, P.W.D and other Government Departments or authorities as are necessary by law, their revisions, renewals, modifications and alterations.

FORCE MAJEURE EVENTS: shall mean and include any event of war, armed internal aggression and acts of God.

- e) AGREEMENT FOR SALE CUM DEVELOPMENT: shall mean the Agreement for Sale Cum Development constituted under Clause 2 of this Agreement.
- f) PARTIES: The OWNERS/VENDORS and the PURCHASER /DEVELOPER shall jointly be called Parties.
- g) SAID PROJECT: shall mean the residential cum commercial building scheme to be constructed upon, and by developing, the SAID PROJECT LAND, including the compound wall and all structures put up and landscaping done on the SAID PROJECT LAND.

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h) SALE: shall include an Agreement for Sale/ Deed of Sale, Conveyance/ Assignment.

i) UNIT: shall mean the premises (whether identified as flats/ penthouse/ villas/ offices/ shops) in the SAID PROJECT.

j) UNIT HOLDER: shall mean the person who has purchased the Unit and shall include the OWNERS/VENDORS its nominees and the PURCHASER/DEVELOPER in respect of their respective Units as per this Agreement.

2) THE AGREEMENT FOR SALE CUM DEVELOPMENT:

- **a.** The Parties do hereby form and constitute this Agreement for Sale cum Development for the SAID PROJECT to be constructed on the SAID PROJECT LAND by carrying out their respective Scope of Work, Obligations and Contributions and in accordance with the terms and conditions detailed hereunder.
- b. The SAID PROJECT shall be named and be known as "RAJDEEP GALAXY".

3. SCOPE OF WORK, RIGHTS, OBLIGATIONS AND CONTRIBUTION OF THE PURCHASER/DEVELOPER:

n pursuant to negotiations and discussions by and between the parties the PURCHASER/DEVELOPER has agreed to purchase the Said Plot from OWNERS/VENDORS and in consideration thereof PURCHASER/DEVELOPER has offered to the OWNERS/VENDORS and or the Vendor's Nominees either jointly or severely Semi Furnished Flats worth total super built up area sharing ratio of 40% in the Said Plot as per the approved plan of Office of the Senior Town Planner, Mapusa Goa, together with the proportionate undivided share in the Said Plot, on carrying out development on the Said plot by constructing a residential cum commercial building thereon, and balance Flats/Units worth total super built up area sharing ratio of 60% together with the proportionate undivided share in the Said Plot, as per allotment chart as mentioned below, in the proposed construction of residential/ commercial building shall be retained by the PURCHASER/DEVELOPER for sale to the prospective purchasers.

b. That the PURCHASER/DEVELOPER shall be entitled to sell/transfer Flats/Units allotted to them, during construction of the proposed residential cum commercial building/s in the SAID PLOT, to any third party or to any prospective purchaser/s, without intervention of the OWNERS/VENDORS, and without they being made party to the documents/deeds, in its own name as owners at such consideration as the PURCHASER/DEVELOPER may think fit and proper. Moreover, prospective purchasers of PURCHASER/DEVELOPER may raise loans

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from any Bank or any institution or mortgage the Flats purchased by them from the Flats allotted to PURCHASER/DEVELOPER, only restricted to their Flats/Units and to accept and retain loan disbursement amount by PURCHASER/DEVELOPER and also to receive and retain the consideration amount towards the sale of the said Flats/Units allotted to the PURCHASER/DEVELOPER for themselves, without any interference by the OWNERS/VENDORS. However, prospective Purchasers of PURCHASER/DEVELOPER shall be solely and independently be responsible for clearing all such loans without any liability on the OWNERS/VENDORS or on the SAID PLOT.

- c. All agreements, deals, offers made by the PURCHASER/DEVELOPER with the prospective purchaser/s with respect to the Flats/Units allotted to the PURCHASER/DEVELOPER on the SAID PLOT shall be made by the PURCHASER/DEVELOPER at its own cost, on its own account and at its own risk, the intention being that the PURCHASER/DEVELOPER alone shall be liable to and responsible as the Promoter for all the prospective purchaser/s or parties as stated hereinabove.
- d. The PURCHASER/DEVELOPER covenants to indemnify and keep indemnified, saved, defended and harmless the OWNERS/VENDORS from and against any loss or damage suffered or incurred by the OWNERS/VENDORS due to any liability attaching on to the OWNERS/VENDORS as a result of the PURCHASER/DEVELOPER committing any breach of the Development Control Regulations in force in Goa in the course of development of the SAID PLOT or as a unlt of any such construction carried out by the PURCHASER/DEVELOPER on the ID PLOT not conforming to the sanctioned plans and specifications.

board/hoarding on the SAID PLOT announcing/advertising the proposed housing scheme. The PURCHASER/DEVELOPER shall be entitled to advertise the said scheme in newspapers or through any other media, including the right and authority to advertise and market specifically its share in the proposed building to be constructed by the PURCHASER/DEVELOPER.

- **f.** That the PURCHASER/DEVELOPER confirms that they have done title verification of the Said Plot with their due diligence and have satisfied themselves that title of the OWNERS/VENDORS with respect to the said Plot is clear and marketable.
- g. The PURCHASER/DEVELOPER shall invest all money and other resources required for construction of the said residential cum commercial buildings. All responsibility, costs, expenses, risk and liability for construction of the said residential cum commercial building shall be solely of the PURCHASER/DEVELOPER, including the following:
 - i. Ensuring that every part of the Project is legal and for this purpose the PURCHASER/DEVELOPER shall obtain all the permissions, licenses, approvals, N.O.C's and revisions, modifications, alterations thereof or of any term or condition therein etc., from time to time, required by law for

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- construction of the residential cum commercial building/s and everything that is necessary in this regard;
- ii. Procuring raw materials, labour and such other material as is required for construction of the residential cum commercial building:
- iii. Engaging services of Architects, Engineers, Contractors, Labourers, Workers and other personnel as may be required for the purposes of construction of the residential cum commercial building and either through them or itself supervise the construction;
- iv. Ensuring that the construction of the residential cum commercial building is being carried out as per the approved plans and designs with good quality materials and particularly as per the specifications mentioned in Schedule-III of this Agreement;
- v. Ensuring the responsibility and liability of labour and compliance with all the applicable laws and labour laws in case of any accident and liability which shall be exclusively borne by the PURCHASER/DEVELOPER.
- vi. Obtaining Completion/Occupancy Certificate for the residential cum commercial building;
- vii. Putting up a board or hoarding at the SAID PLOT displaying the details about the construction being undertaken and displaying the Permissions as required by law;
- At and every other thing necessary for construction of the residential cum commercial building which is not expressly forbidden by or under this Agreement;
- The PURCHASER/DEVELOPER shall comply with all the labour laws and shall be responsible and liable for all claims made by workers under all or any law of acts and shall be liable to pay all or any amount that may be payable to labour or workmen.
- x. All liability of suppliers shall be of PURCHASER/DEVELOPER including liability of paying the GST or any other tax as applicable by the PURCHASER/DEVELOPER.
- xi. The quality of construction of the Flats of the OWNERS/VENDORS shall be the same in all aspects as per the quality of construction of remaining Flats/Units of the PURCHASER/DEVELOPER.
- The PURCHASER/DEVELOPER covenants to save harmless and to indemnify h. and keep indemnified the OWNERS/VENDORS against any charges, liens, liabilities, loss or damages that shall arise from any charges, liens, liabilities, claims, litigations or proceedings filed or to be filed against the PURCHASER/DEVELOPER by any person or financial institutions on account of the PURCHASER/DEVELOPER committing any breach of contract and the PURCHASER/DEVELOPER covenants to settle all such liabilities, charges, liens,

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claims or demands to the exclusion of the said plot which is the subject matter of this Indenture.

- i The PURCHASER/DEVELOPER hereby expressly give their No Objection to the OWNERS/VENDORS to enter into any Agreement of Sale, Agreement of Assignments, Deed of Rectification, Deed of Cancellation, etc., with the third party or with the prospective purchaser/s, to take electricity connection and get the house tax records transferred in the name of OWNERS/VENDORS or in the name of the prospective purchasers on receipt of Occupancy Certificate, in respect of the Flats allotted to OWNERS/VENDORS in the proposed construction of residential cum commercial building in the SAID PLOT.
- It is agreed that in case of structural defects in construction of semi furnished Flats to be allotted to OWNERS/VENDORS, the PURCHASER/DEVELOPER shall provide Warranty for such defects to the OWNERS/VENDORS at its own cost. However, such Warranty provided for structural defects in construction shall not be construed as Warranty as provided by the PURCHASER/DEVELOPER to prospective purchasers for fully furnished Flats.
- The PURCHASER/DEVELOPER covenant with the OWNERS/VENDORS that PURCHASER/DEVELOPER shall not assign its rights under this Agreement to any other Firm, Company, LLP, Individual, Subsidiary or Entity without the written permission of the OWNERS/VENDORS.
- The PURCHASER/DEVELOPER covenant with the OWNERS/VENDORS that PURCH SER/DEVELOPER shall not amalgamate the Said Plot with any other Plot without the written consent of the OWNERS/VENDORS.

DECLARATIONS BY THE PURCHASER/DEVELOPERS:

- i. The PURCHASER/DEVELOPER have the finances and the wherewithal to undertake and complete the SAID PROJECT.
- ii. The SAID PROJECT shall be of good quality and workmanship such as to make the SAID PROJECT an up market residential and commercial building scheme.
- iii. The PURCHASER/DEVELOPER shall devote all the necessary time, money and resources required for the timely and successful completion of the SAID PROJECT as per this Agreement.
- iv. The PURCHASER/DEVELOPER shall be solely responsible and liable for any defective construction or liability arising thereof and covenants to indemnify and keep indemnified the OWNERS/VENDORS from any loss suffered due to the same.

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4. SCOPE OF WORK, RIGHTS, OBLIGATIONS AND CONTRIBUTION OF THE OWNERS/VENDORS:

- **a.** That the OWNERS/VENDORS hereby agree to the aforesaid offer of the PURCHASER/DEVELOPER and agree to sell the Said Plot in favour of the PURCHASER/DEVELOPER on receipt of Occupancy Certificate for the proposed project on the said plot and on hand over of possession of Flats allotted to OWNERS/VENDORS or its nominees either jointly or severely by the PURCHASER/DEVELOPER and for the said purpose have today granted development rights in the SAID PLOT unto the PURCHASER/DEVELOPER for constructing residential cum commercial building on the SAID PLOT.
- **b.** On receipt of possession of the Said Flats allotted to OWNERS/VENDORS in the said residential cum commercial Building, the OWNERS/VENDORS shall execute a Sale Deed with respect to the Said Plot in favour of the PURCHASER/DEVELOPER, so that PURCHASER/DEVELOPER can smoothly convey the respective flats/units in favour of prospective purchasers without the OWNERS/VENDORS being made party to sale deed with prospective purchasers.
- **c.** The OWNERS/VENDORS hereby permit the PURCHASER /DEVELOPER to consume the F.A.R available as per present Zoning of the SAID PLOT, hereby agreed to be sold by the OWNERS/VENDORS in favour of the PURCHASER/DEVELOPER and further permits the PURCHASER/DEVELOPER to carry out construction of residential cum commercial building on the Said Plot.
- **d.** The OWNERS/VENDORS shall be free to enter into third party agreements with respect to the Flats allotted to them even prior to possession being handed over by the PURCHASER/DEVELOPER with respect to the said Flats, and the third party or prospective purchaser/s shall then have all the rights which are available to the OWNERS/VENDOR with respect to the said flat/s sold. The OWNERS/VENDOR shall be entitled to appropriate the entire consideration towards the sale of the said flat/s from the third party or prospective purchaser/s.
- e. That the OWNERS/VENDORS have assured and confirmed to the PURCHASER /DEVELOPER that they have not sold/agreed to sell the Said Plot to any third person/persons or firm or company by way of any Deeds, Agreements or Memorandum of Understanding or Agreement for Assignment of Rights etc.
- **f.** That the OWNERS/VENDORS agree to indemnify the PURCHASER /DEVELOPER in case of any hidden defects in title that may come to the notice or may get highlighted upon start of the construction work on the Said Plot, which defects were previously not apparent from the documents submitted by the

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OWNERS/VENDORS for title verification, e.g., actual *On Site* Objections, if proved. For such defects, if the project is delayed or stopped, the PURCHASER /DEVELOPER shall not be held responsible and it shall be the duty of the OWNERS/VENDORS to rectify or cure the said defect at their own cost, to take the project ahead.

Moreover, title scrutiny is done by the PURCHASER/DEVELOPER from the point of view of project finance and housing loan for the prospective purchasers. When the Plot title is verified by different bank panel advocates, every advocate demands one document or the other. In such case, it shall be the duty of the OWNERS/VENDORS to cooperate with the PURCHASER/DEVELOPER and submit the required title documents from time to time.

- g. The OWNERS/VENDORS do hereby assure the PURCHASER/DEVELOPER that they have not created any THIRD-PARTY claims in the SAID PLOT and do hereby indemnify the PURCHASER/DEVELOPER against any defect in title or any third-party claims that may arise and which shall be settled by the OWNERS/VENDORS at their own cost. If any litigation takes place due to any defect in the title of OWNERS/VENDORS or due to any third-party claim, such period of stoppage of work shall be excluded from the period of completion of construction of project as stipulated in the agreement. However, such a delay shall be immediately informed in writing by the PURCHASER / DEVELOPER to the OWNERS/VENDORS.
- h. The OWNERS/VENDORS hereby shall indemnify and keep indemnified the PURCHASER/DEVELOPER against any loss or damages that shall arise from any claims, litigations or proceedings filed or to be filed against the OWNERS/VENDORS by any person or person with respect to the title of the SAID PLOT and in case of such happening, if the work of construction is delayed than the period of completion of construction shall automatically stand extended for such period of delay.
- i. The OWNERS/VENDORS hereby expressly give their No Objection to the PURCHASER/DEVELOPER to enter into any Agreement of Sale, Agreement of Assignments, Deed of Rectification, Deed of Cancellation, etc., with the third party or with the prospective purchaser/s, to take electricity connection and get the house tax records transferred in the name of PURCHASER/DEVELOPER or in the name of the prospective purchasers on receipt of Occupancy Certificate, in respect of the Flats allotted to PURCHASER/DEVELOPER in the proposed construction of residential cum commercial building in the SAID PLOT.
- **j.** That on execution of these presents, the OWNERS/VENDORS authorizes the PURCHASER/DEVELOPER and their representative, nominees, assigns shall be entitled to enter upon this SAID PLOT and demarcate the land, excavate, fill and commence and execute construction work thereon and to do all that is required for efficient development work and total compliance of this agreement.
- **k.** The OWNERS/VENDORS shall not at any time ask for Partition and/or division of the undivided share in the said Plot and shall enjoy and possess the undivided share in the Said Plot corresponding to the Flats. The OWNERS/VENDORS are free

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to use the land adjacent on the backside however shall not claim or demand any right over the spaces or areas adjacent to the Flats and such extra spaces and areas shall always be the Plot of the PURCHASER /DEVELOPER for maintenance purpose.

- 1. The OWNERS/VENDORS covenant with the PURCHASER /DEVELOPER that the OWNERS/VENDORS have not done, permitted or knowingly and willingly suffered or been party to any act, whereby the OWNERS/VENDORS are prevented from executing the present Agreement for Sale Cum Development with respect to the Said Plot in the manner aforesaid.
- **m.** The OWNERS/VENDORS shall not be held responsible in any way for any civil or criminal liability which may arise on that account.
- **n.** That the OWNERS/VENDORS shall at all time do all that is required to better assure the title of the Said Plot and agrees to sign, verify and execute all such other documents, instruments and applications as may be required to be signed, verified and executed in furtherance of the objects of these presents.
- o. That vide Award bearing SPALQ-NH-17-PWD/6/2017-18 dated 15/05/2019 The Ministry of Road Transport and Highways, New Delhi, through the Executive Engineer Works Division VII, Junta House, Panaji, has acquired an area of 110 sq. mts., from the property bearing Survey No. 86/3, Guirim. Vide Certificate dated 01/03/2021 the Special Land Acquisition Officer, (CALA) PWD has allowed the Predecessor of the Owners/ Vendors to claim additional FAR on waiving of the compensation amount which has been waived.

p. DECLARATIONS BY THE OWNERS/VENDORS:

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- i. The OWNERS/VENDORS have not entered into any agreement, arrangement, understanding, document, instrument concerning the SAID PROJECT LAND, nor have agreed to sell or otherwise transfer their rights, share or interest in the SAID PROJECT LAND in any manner whatsoever, to any person other than the PURCHASER / DEVELOPER.
 - ii. No Order of any Court, Tribunal or Authority prohibits or impedes the beneficent use of the SAID PROJECT LAND for construction or any other activity.
- iii. The SAID PROJECT LAND or any part thereof is not a subject matter of acquisition under the Land Acquisition Act 1984, Requisition Act, Defence of India Act or C.A.D.A area except Award bearing SPALQ-NH-17-PWD/6/2017-18 dated 15/05/2019 The Ministry of Road Transport and Highways, New Delhi, through the Executive Engineer Works Division VII, Junta House, Panaji, has acquired an area of 110 sq. mts., from the property bearing Survey No. 86/3, Guirim. Vide Certificate dated

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01/03/2021 the Special Land Acquisition Officer, (CALA) PWD has allowed the Predecessor of the Owners/ Vendors to claim additional FAR on waiving of the compensation amount which has been waived.

- iv. The SAID PROJECT LAND or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal.
- v. There are no outstanding encumbrances, mortgages, charges, liens in respect of the SAID PROJECT LAND.

vi. No easements or right of way run through or over the SAID PROJECT LAND. But in the eventually of the owners/ Vendors acquiring the property bearing Survey No. 83/4 & 86/5 to the south of the said property then the Owners/ endors reserves for itself access of 6 mts in width to ingress and egress the said property bearing Sy. No.86/4 & 5.

That the SAID PROJECT LAND is fit for development and there is no disability or restriction on development of the SAID PROJECT LAND or construction thereon.

5. SHARE OF THE OWNERS/VENDORS AND PURCHASER/DEVELOPER UNDER THE PRESENT INDENTURE

- a. That as per the approved plan approved by Office of the Senior Town Planner, Mapusa Goa, the said residential cum commercial Building comprises of total 32Flats, 06 Offices, 03 Shops. As per super built up area sharing ratio of 40% of the OWNERS/VENDORS in the Said Building, 16 Flats together with the proportionate undivided share in the Said PLOT, forms the ownership of the OWNERS/VENDORS and as per total super built up area sharing ratio of 60%, together with the proportionate undivided share in the Said Plot 16 Flats, 6 Offices and 3 Shops forms the ownership of the PURCHASER/DEVELOPER. The allotment is described in more details as per allotment chart as mentioned in SCHEDULE IV & SCHEDULE V.
- b. That along with the allotted Flats, OWENERS/VENDORS are allotted 16 free car parking, out of which stilt and covered car parking shall be allotted based on their 40% share i.e. out of 16 car parking, 40% will be stilt car parking and 40% will be covered car parking.

6. <u>COMMENCEMENT OF CONSTRUCTION AND COMPLETION OF THE PROJECT</u>

a. It is agreed by and between the parties that the PURCHASER/DEVELOPER in a capacity as Developer shall complete construction of residential cum

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commercial Building as per the specifications hereto annexed in Schedule-III. On completion of construction of the same and on receipt of Occupancy Certificate from Village Panchayat of Guirim for said Building, the PURCHASER/DEVELOPER shall, as promised, hand over Semi Furnished Flats worth total super built up area sharing ratio of 40% as per approved plan, together with the car parking in Said Building together with the proportionate undivided share in the Said PLOT as per the allotment chart mentioned herein below, to the OWNERS/VENDORS.

- b. The PURCHASER/DEVELOPER shall complete construction of the said residential cum Commercial building in all respect and hand over vacant and peaceful possession of the Flats allotted to the OWNERS/VENDORS in the proposed construction of residential cum commercial building as per completion date as will be mentioned in GOA Rera Registration Certificate, which period is 48 months from the date of execution of the present Agreement for Sale cum Development with 8 months grace period.
- The PURCHASER /DEVELOPER shall conceptualize the SAID PROJECT within the framework and parameters permissible in law and in conformity with the Regulation. Revised Plans, if any, shall be filed for approval sufficiently in advance of the completion date. Time is essence of this Agreement.
- d. Any delay in granting water connection/electricity connection, issuance of Occupancy Certificate by the Concerned Authorities where in the delay has been solely on the part of respective departments for reasons not attributable to the PURCHASER/DEVELOPER or if there is stoppage of work occasioned by any Act of God, Force Majeure, any natural and unnatural calamities, pandemic such as present COVID-19 pandemic, restrained order from any Appropriate Authority or Judicial Body arising out of defect in title of the Plot or other aspects of the Plot, however, such restrained order should not be due to any violations/non-compliance with plans by PURCHASER/DEVELOPER, non-availability of raw material due to government restraints and or due to Government Order; defect in title of OWNERS/VENDORS coming to notice of both OWNERS/VENDORS and PURCHASER/ DEVELOPER after starting construction on the SAID PLOT; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the PURCHASER/ DEVELOPER, shall not be attributable to the PURCHASER/DEVELOPER and delay or stoppage of work caused due to the above reasons shall be excluded from the stipulated time mentioned above for completion of construction of the project. However, such a delay shall be immediately informed in writing by the PURCHASER / DEVELOPER to the OWNERS/VENDORS.
- e. If the PURCHASER/DEVELOPER fails and/or neglects to complete construction of Flats of OWNERS/VENDORS in the proposed construction of residential cum commercial building and hand over possession thereof to the OWNERS/VENDORS as per the completion date that will be mentioned in the Goa Rera Certificate, in that event, the PURCHASER/DEVELOPER shall pay to

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OWNERS/VENDORS compensation of Rs.5000/- (Rupees Five Thousand Only) per month per flat for the delay in so completing the said Flats till the handover of possession of the said Flats. However, no compensation shall be paid by the PURCHASER/DEVELOPER due to delay or during the period of stoppage of work due to reasons as mentioned in clause 6(d) above.

7. MAINTENANCE OF THE BUILDING

The PURCHASER/DEVELOPER shall maintain said project for the consecutive period of 05 years from the date of issue of Occupancy Certificate by Village Panchayat Guirim Goa, subject to below mentioned terms and conditions:

- a. The OWNERS/VENDORS are exempted from payment of maintenance deposit of Rs.5,00,000/- (Rupees Five Lakhs Only) with respect to 8 Flats, namely, Flat No.B-001, Flat No.B-002, Flat No.C-001, Flat No.C-003, Flat No.C-101, Flat No.102, Flat No.D-001 and Flat No.D-002, reserved for the personal use of the OWNIRS/VENDORS. In case if at any point OWNERS/VENDORS decides to sell these flats, in that case the Maintenance Deposit shall be paid by the Prospective Purchasers.
- **b.** With respect to balance flats allotted to OWNERS/VENDORS, maintenance deposit amount of Rs.5,00,000/-(Rupees Five Lakhs Only) shall be paid by Prospective Purchasers of the OWNERS/VENDORS to the PURCHASER /DEVELOPER.
- **c.** Similarly, said maintenance deposit amount shall be paid by all the Prospective Purchasers of the PURCHASER/DEVELOPER towards each flat Purchased by them.
- d. The aforesaid maintenance deposit amount shall be towards maintenance of common areas of the building namely, Staircase, Lobby, Lifts, Service Areas, Stilt Parking, Water Tanks, Water pumps, Garden, External Paintings, providing of security service for the said project, etc. The OWNERS/VENDORS and all the Prospective Purchasers undertakes and binds to provide full co-operation to the PURCHASER/DEVELOPER while undertaking maintenance of the common areas so much so that the OWNERS/VENDORS and all the Prospective Purchasers shall allow the PURCHASER/DEVELOPER and or his agents, servants, managers etc., to enter his/her respective Flat for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the PURCHASER/DEVELOPER.

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e. Upon completion of the term of five years as stipulated above all the Prospective Purchasers shall be able to exercise two options: First whether to continue with the maintenance services as provided by the PURCHASER / DEVELOPER for further period of five years and Second whether to take over further maintenance services of the PURCHASER/DEVELOPER. If all the Prospective Purchasers chose to exercise First option of continuing with maintenance services, then they shall execute separate Maintenance Agreement with the PURCHASER/DEVELOPER for a period of further Five Years from the date of expiry of first Five Years period. If they chose to exercise Second option of taking over further maintenance services of the PURCHASER/DEVELOPER then the PURCHASER / DEVELOPER shall refund to the maintenance society, the maintenance deposit collected from each flat owner without any interest thereon.

The Prospective Purchasers shall be bound to support the decision of the majority of the FLAT OWNERS in the said project, in exercising above mentioned options in clause (d) above and shall not be liable to deviate from the same at any

- g. The PURCHASER/DEVELOPER shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the Maintenance Society 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 Flat Owners or in case of non-co-operation by the Flat Owners in any respect and in such event maintenance deposit amount of Rs.5,00,000/-(Rupees Five Lakhs Only) collected from each flat owner shall be refunded to Maintenance Society without any interest thereon.
- **h.** If the PURCHASER/DEVELOPER decides to hand over the entire responsibility of maintenance of the building to the Maintenance Society then in such event the PURCHASER/DEVELOPER shall assist the FLAT OWNERS of the building in formation of Maintenance Society and all the FLAT OWNERS shall cooperate for the same and shall sign all documents, applications, forms, affidavits, declarations as required for such formation.
- i. That on completion of 10 years of providing Maintenance Services by the PURCHASER/DEVELOPER, maintenance deposit amount of Rs.5,00,000/- (Rupees Five Lakhs Only) collected from each Flat Owners shall become non-refundable.

j. That Life time maintenance period with respect to amenities and services provided by the PURCHASER/DEVELOPER shall be 25 years.

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- **k.** If the PURCHASER/DEVELOPER does not receive the maintenance deposit amount with respect to any of the Flats from the Prospective Purchasers on issue of Occupancy Certificate by Village Panchayat, the PURCHASER /DEVELOPER reserves the right to withhold the release of water connection to SAID FLAT, until the payment of maintenance deposit, except the Flat No.B-001, Flat No.B-002, Flat No.C-001, Flat No.C-003, Flat No.C-101, Flat No.C-102, Flat No.D-001 and Flat No.D-002 reserved for the personal use of the owners / Vendors.
- 1. During the period of Life time maintenance being carried out by the PURCHASER /DEVELOPER, the Prospective Purchasers having any maintenance related issues, shall be taken into consideration only if the same is in writing, signed and presented for deciding by majority of the flat owners to PURCHASER/DEVELOPER. Any issues presented by the Prospective Purchasers without majority of the flat owners approving it in writing, shall not be considered as issue of general interest or concern.

The OWNERS/VENDORS and the Prospective Purchasers undertakes to coordinate with the PURCHASER/DEVELOPER and with their neighboring flat of ners while the PURCHASER/DEVELOPER undertakes to carry out repair work with respect to any of the Flat or with respect to the neighbors' flat wherein there is connectivity in the two flats. e.g in case of any leakage in the toilet below a particular Flat, which leakage is generated from that particular Flat, the PURCHASER shall allow the Maintenance team of the PURCHASER/DEVELOPER to enter the Said Flat, on being intimated to him in writing, in advance, so as to expeditiously repairs the said leakage.

n. The prevailing Maintenance Deposit amount is finalized as approximate Rs.5,00,000/-(Rupees Five Lakhs Only) which is subject to actual Maintenance Deposit amount that will be finalized on receipt of Occupancy Certificate from the Village Panchayat, as at the time of handing over of possession, there may be increase or decrease in the cost of maintenance. In such case maintenance deposit amount may vary accordingly and the OWNERS/VENDORSs and the Prospective Purchasers of Flats in the said proposed project shall abide by the same and will have to pay the Maintenance Deposit amount actually prevailing at that time, before taking possession of their respective flats.

8. WARRANTY (APPLICABLE ON FULLY FURNISHED FLATS)

The PURCHASER/DEVELOPER herein shall provide Five Years Warranty for FULLY FURNISHED FLATS on equipments provided for the FLATS, from the date of issue of Occupancy Certificate from the Village Panchayat of Guirim which will be described more fully in a separate warranty card/letter head, that is usually provided to the

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prospective Purchasers at the time of handing over of possession of FLATS of the buildings on obtaining Occupancy Certificate. Said Warranty Card/Letter Head shall be non-transferable to third party; however, any third party may approach the PURCHASER/DEVELOPER herein for availing such Warranty on such terms and conditions as will be set out by the PURCHASER/DEVELOPER. Moreover, if the prospective Purchaser/s decides to rent the his/her Flat to Third Party, in such case, prospective Purchaser/s shall give prior written intimation of the same to the PURCHASER/DEVELOPER herein so as to protect their flat WARRANTY and to enable the PURCHASER/DEVELOPER herein to explain the Warranty and Maintenance process to his/her Lessee which shall be explained by the Warranty Department of PURCHASER/DEVELOPER herein. In case if the prospective PURCHASER/s fails to intimate the PURCHASER/DEVELOPER herein of the same, in that case the Flat Warranty of the prospective Purchaser/s shall stand automatically cancelled and PURCHASER herein shall not be responsible to adhere to Warranty calls and complaints received from the said Lessee or Purchaser/s. The total Warranty period provided by the PURCHASER/DEVELOPER herein shall not extend beyond the five years from the date of issuance of the Occupancy Certificate from Village Panchayat of Guirim.

Semi Furnished flats are be eligible for 5 years warranty on structural defects, if any, as per Real Estate (Regulation and Development) Act, 2016 ("RERA") from the date of Occupancy Certificate Village Panchayat of Guirim.

9. FORMATION OF ENTITY

(a) The FLAT OWNERS or the person to whom the FLATS are sold, let, sub-let, transferred, assigned or given possession of shall be governed, observed and complied with all bye laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

(b) The FLAT OWNERS hereby agrees and undertakes to be a member of ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY/Maintenance Society in the Project name and hand over to the PURCHASER/DEVELOPER the same within 10(ten) days of the same being intimated by the PURCHASER/DEVELOPER to the FLAT OWNERS.

(c) No objection shall be taken from the FLAT OWNERS if any changes or modifications are made in the byelaws or rules and regulations framed by the entity as may be required by any competent authority.

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10. CHANGES

- a. In case if the OWNERS/VENDORS and the Prospective Purchasers are desirous of carrying out any additions, alterations or internal changes to the SAID FLATS/UNIT to be allotted to them, they shall intimate in writing to the PURCHASER/DEVELOPER about the same well in advance and if the changes are within the purview of building rules and regulations and are possible to be done by the PURCHASER/DEVELOPER after considering stage of construction of the Building, the PURCHASER /DEVELOPER shall carry out such work/changes provided the OWNERS/VENDORS pays in advance, the extra cost in respect thereof, as per the rates quoted by the PURCHASER/DEVELOPER and accepted by the OWNERS.
- b. The OWNERS/VENDORS and Prospective Purchasers of the OWNERS /VENDORS and of the PURCHASER /DEVELOPER shall not, under any incumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the PURCHASER/DEVELOPER. The OWNERS/VENDORS and the prospective PURCHASERS shall also not be entitled to the uniformities of the building with respect to its look, colour, grills etc. If the OWNERS/VENDORS and the prospective PURCHASERS violates this provision then the cost of restoration shall be paid by them to the PURCHASER/DEVELOPER.
- c. The OWNERS/VENDORS 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 PURCHASER/DEVELOPER shall not be required to take any further permission of the OWNERS/VENDORS for the same and this provision shall be considered as a consent in writing from the OWNERS/VENDORS as is required by the law.

PAYMENT OF TAXES

- a. The liability to pay the income tax or any other taxes/GST, cess, levies etc. on income derived from their respective Units, by sale or otherwise, shall be that of the respective party and the other Party shall in no way be liable for the same. However, the Parties shall ensure that they discharge all their respective obligations in respect of the matters referred in this Clause for the effective completion of the SAID PROJECT. Each Party shall indemnify and keep indemnified, saved, defend and harmless the other Party from or against any liability arising from non-payment of any taxes/ GST, levies, cess etc. on the income derived from their respective Flats/Units, by sale or otherwise.
- b. Until the delivery of possession of the OWNERS/VENDORS PREMISES to the OWNERS/VENDORS, the PURCHASER/DEVELOPER shall pay, from time to time, all the taxes/ GST, fees, charges or outgoings levied by the Local Authority or any other competent authority (hereinafter jointly "taxes") in respect of the SAID

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PROJECT and all Flats/Units there in including House Tax, Infrastructure Tax, deposit for electricity meter and electricity charges.

- c. Upon the delivery of possession of the OWNERS/VENDORS PREMISES to the OWNERS/VENDORS, or such part of it as has been delivered, the liability of the PURCHASER/DEVELOPER in respect thereof shall cease and thenceforth the OWNERS/VENDORS shall pay, from time to time, the taxes in respect thereof.
- **d.** Infrastructure Tax, as applicable to the SAID PROJECT shall be entirely paid by the PURCHASER/DEVELOPER. In respect of any tax, development or betterment charges, fees or deposits for the purposes of giving the provision, rendering or sanctioning of, any necessary or other agreed services for the SAID PROJECT or any part thereof the same shall be borne by the PURCHASER/DEVELOPER.

VARIATIONS IN PLANS

a. The PURCHASER/DEVELOPER shall be at liberty and be entitled to develop the SAID PLOT and construct thereon buildings as per the choice of the PURCHASER/DEVELOPER with the prior written approval of the OWNERS/VENDORS.

- b. The PURCHASER/DEVELOPER shall be entitled and is hereby permitted and authorized to make such variations and alterations in the SAID PROJECT, building plans or in the layout/ elevations of building including relocating the open space/all structures/ buildings/ garden spaces and/or varying the location of the access of the building, as the exigencies of the situation and the circumstances of the case may require after prior written consent of the OWNERS/VENDORS and which shall be in conformity with the RERA Regulations.
- c. The PURCHASER/DEVELOPER may after prior written consent of the OWNERS/VENDORS revise the specifications relating to the exterior of the SAID PROJECT and/or all common structures, areas, amenities in and around SAID PROJECT confirming with the RERA Regulations.
- d. Changes, modifications, additions or extra items, if required by the OWNERS/VENDORS shall be accepted by the PURCHASER /DEVELOPER, cost of which shall be paid extra by the OWNERS/VENDORS to the PURCHASER /DEVELOPER. All such changes, modifications, additions or extra items shall be requested in writing by the OWNERS/VENDORS to the PURCHASER /DEVELOPER and the PURCHASER/DEVELOPER shall accept the same in writing to the OWNERS/VENDORS S. In the event any change, modification, addition or extra item requires the prior permission/approval of the competent Authorities, it will be

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the duty and responsibility of the PURCHASER/DEVELOPER to obtain the same. However, the OWNERS/VENDORS shall fully co-operate and assist the PURCHASER / DEVELOPER in obtaining the same.

13. HANDING OVER OF POSSESSION OF FLATS

- On completion of construction of Residential cum commercial Building and on receipt of Occupancy Certificate from Village Panchayat of Guirim delivery of possession of the Flats allotted to OWNERS/VENDORS shall be handed over to the OWNERS/VENDORS or their nominees either jointly and or severely. The PURCHASER /DEVELOPER shall inform to the OWNERS/VENDORS or their nominees in writing by Registered A.D. Post and also by email/ WhatsApp message calling upon the OWNERS/VENDORS or their nominees to take possession of their allotted Flats and to complete all formalities in respect thereof within 30 ws from the date of receipt of the said letter and shall handover the said Flats to OWNERS/VENDORS as per the check list provided PURCHASER/DEVELOPER. On delivery of possession of the Flats allotted to OWNERS/VENDORS, OWNERS/VENDORS shall be liable to pay electricity charges house tax charges with respect to the Flats allotted to OWNERS /VENDORS, from the date of taking possession of the said Flats, whether such Flats are retained by OWNERS/VENDORS for themselves or whether they have reserved the said Flats to be sold to prospective purchasers or whether such Flats are rented by them.
- **b.** In case the OWNERS/VENDORS bring to the notice of the PURCHASER/DEVELOPER any defects in the construction on account of workmanship, quality or provision of service, etc. then such defects shall be rectified forthwith by the PURCHASER/DEVELOPER.
- c. Cracks and dampness shall not be considered as defective work unless the Architect of the PURCHASER/DEVELOPER opines the same, in writing. The PURCHASER/DEVELOPER shall not be responsible for colour/ size variations in flooring tiles, glazed tiles or any natural stones like marble, granite, or any sanitary fitting etc.
- **d.** That after taking possession of the Flats the OWNERS/VENDORS agree to abide by the following terms and conditions:
- i. The said OWNERS/VENDORS shall maintain the Flats in good and tenantable condition and shall not do or suffer to be done anything in or to the building in which the flats/Units is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the flats/Units is situated or any part thereof without the consent of the local authorities and without consent of PURCHASER/DEVELOPER.

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- ii. The said OWNERS/VENDORS shall not store in the flats/Units any goods which are of hazardous, combustible or dangerous nature or are so heavy to damage the construction or structure of the building in which the said flat is situated or storing of goods is objected by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flats/Units are situated, including entrances of the building and in case any damage is caused to the building or to the flats/Unit on account of negligence or default of the OWNERS /VENDORS, the OWNERS /VENDORS shall be liable for the consequences of the breach.
- **iii.** The said OWNERS/VENDORS shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said project land, said building, and Flats whereby high premium shall become payable in respect of the insurance.
- iv. Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flats in the compound or any portion of the project land and building on which the said flat is situated.
- The OWNERS/VENDORS shall use Flats only for residential purpose.
- vi. The OWNERS/VENDORS agree that no pets or any other animals will be allowed to keep in the vicinity of the building or in the Flats constructed on said project.
- vii. Not to use Flats for any illegal or immoral purpose.
- viii. Not to cause hindrance and nuisance to the OWNERS and occupiers of the neighboring Flats.
- ix. Shall assist and not object to the formation of Maintenance Society or Entity of the building for the proper maintenance and up keeping of the said building.
- x. To adhere to all rules, Regulations and Resolutions of the society or body
- xi. Not to park car in the parking slot other than the ones allotted to them.
- **xii.** Not to park visitors' cars and two wheelers in the parking slots allotted to other flat owners
- **xiii.** The OWNERS/VENDORS shall under no circumstances, carryout any structural alterations in or to the Flats.
- **xiv.** The OWNERS/VENDORS shall under no circumstances block the open spaces, common areas, passages and staircases in the said building. Likewise, the internal access roads in the said building scheme shall always be kept open and unobstructed.
- **xv.** It is agreed by and between the parties that the Top Terrace above Second floor of the said Residential/Commercial Building is not for common use. The said top terrace is exclusively for maintenance purpose, for maintenance to be done by Maintenance Department of Rajdeep Builders/Maintenance Society to be formed with respect to the Said Building.

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xvi. The OWNERS/VENDORS shall pay the house tax and electricity bill with respect to the Flats from the date of taking possession of the Flats. If a written intimation is sent by Email or by Registered AD or by Hand Delivery by PURCHASER/DEVELOPER requesting to take possession of the Said Flat, and if the OWNERS/VENDORS for any reason, whatsoever, are not able to take possession within the stipulated time, the OWNERS/VENDORS shall, in such circumstances, still be responsible to pay the electricity bill and house tax with respect to the Flats from the date of such written intimation. The PURCHASER/DEVELOPER normally cleans the Flats before handing over possession of the Flats to OWNERS/VENDORS. If the OWNERS/VENDORS fail to take possession of the Flats on intimated date, the PURCHASER / DEVELOPER shall not be responsible to clean the Flats again at later date.

TERMINATION

e OWNERS/VENDORS shall be entitled to terminate this agreement in the llowing circumstances:

i) The PURCHASER/DEVELOPER does not commence the actual construction of the Project within one-year (12) months from the date of signing and execution of these present Agreement.

ii) The PURCHASER/DEVELOPER commits breach of any scope of work, obligation, or contribution of the PURCHASER/DEVELOPER by or under or in respect of this Agreement.

iii) The PURCHASER/DEVELOPER abandons the construction of the Project after commencement, for continuous period of 12 months or more. Subject to delay or stoppage of work due to clause 6(d) above wherein it is stated that any delay in granting water connection/electricity connection, issuance of Occupancy Certificate by the Concerned Authorities where in the delay has been solely on the part of respective departments or if there is stoppage of work occasioned by any Act of God, Force Majeure, any natural and unnatural calamities, pandemic such as present COVID-19 pandemic, restrained order from any Appropriate Authority or Judicial Body, arising out of defect in title of the Plot or other aspects of the Plot, however, such restrained order should not be due to any violations/non-compliance with plans by PURCHASER/DEVELOPER, non-availability of raw material due to government restraints and or due to Government Order, any defect in title of OWNERS/VENDORS coming to notice of both OWNERS/VENDORS and PURCHASER/DEVELOPER after starting construction on the SAID PLOT; or by virtue of any other reasons beyond normal human control or due to any circumstances beyond the control of the PURCHASER/DEVELOPER, shall not be attributable to the PURCHASER/DEVELOPER and delay or stoppage of work caused due to the above reasons shall be excluded from the stipulated time mentioned above for completion of construction of the project. However, such a delay shall be

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immediately informed in writing by the PURCHASER /DEVELOPER to the OWNERS/VENDORS.

In case of termination of the agreement for any of the clauses as mentioned above, the OWNERS/VENDORS shall refund to the PURCHASER /DEVELOPER, the cost towards taking licenses and permissions, cost to cost bills of construction and professional bills against submission of actual bills and no profit shall be claimed from the OWNERS/VENDORS. In such situation OWNERS/VENDORS shall be permitted to appoint an independent valuer for the purpose of checking the veracity of the bills submitted by PURCHASER/DEVELOPER.

Furthermore, in case of termination of agreement for such reasons as mentioned above, on the PURCHASER/DEVELOPER being settled with respect to his cost and taking licenses and permissions and further on being settled with respect to all ther bills as mentioned above, the PURCHASER/DEVELOPER shall transfer all the licenses and permissions obtained in the name of PURCHASER/DEVELOPER, to the name of the OWNERS/VENDORS.

Tw) The PURCHASER/DEVELOPER shall be entitled to terminate the present Agreement if the OWNERS/VENDORS commits any breach of the representations made by the OWNERS/VENDORS to the PURCHASER/DEVELOPER by or under or in respect of this Agreement.

v) Similarly PURCHASER/DEVELOPER shall also be free to cancel/terminate the present Agreement for Sale cum Development in case if there is defect in title of the property of the OWNERS/VENDORS and the same continues for a continuous period of one year due to OWNERS/VENDORS being unable to rectify the same, in such case, PURCHASER/DEVELOPER shall inform the OWNERS/VENDORS in writing and the OWNERS/VENDORS shall reimburse to the PURCHASER /DEVELOPER all the expenses and cost borne by PURCHASER/DEVELOPER towards drawings, taking approvals, permissions, towards payment of infrastructure taxes, government taxes, payment of legal fees, architect fees and such other professional fees etc within a period of 90 days from the date of giving such intimation. Details of the expenditure shall be given in writing to the OWNERS/VENDORS and OWNERS/VENDORS shall be free to verify the same with Accounts of the PURCHASER/DEVELOPER Department OWNERS/VENDORS shall be permitted to appoint an independent valuer for the purpose of checking the veracity of the bills submitted by the PURCHASER /DEVELOPER.

On receipt of such payment by the PURCHASER/DEVELOPER, OWNERS/VENDORS shall be free to cancel the present Agreement for Sale cum Development by serving notice via email or registered AD or speed post or via

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publication in any local newspaper or before competent Notary Public and by following all the legal procedure and in case of such cancellation OWNERS /VENDORS shall be free to deal with their property without interference of the present PURCHASER/DEVELOPER.

15. OTHER TERMS AND CONDITIONS:

- **a.** Claims of any person to whom flat/s or units in the residential cum commercial building/project is agreed to be sold shall be settled by the Party who agreed to sell the flat/s or units, without any liability or encumbrance to the SAID PLOT.
- b. The title and interest of the OWNERS/VENDORS and the PURCHASER /DEVELOPER to the undivided proportionate share in the SAID PROJECT LAND as also of the prospective Unit Holders shall be joint and impartible and they shall not be entitled for demarcation or partition of their right in or to the SAID PROJECT

In case at any time before the formation of the Entity the FSI/FAR presently allowed to the SAID PROJECT LAND is increased or decreased or any other or further benefits/ restrictions are granted/ imposed by law or any authority in restrict of the SAID PROJECT LAND, all such benefits/ restrictions shall accrue to or be shared by, the OWNERS/VENDORS and the PURCHASER/DEVELOPER in the percentage of 50 and 50 respectively.

- d. All letters and/or notices sent or issued by the PURCHASER /DEVELOPER to the OWNERS/VENDORS and by the OWNERS/VENDORS to the PURCHASER /DEVELOPER shall be sent by Registered post with acknowledgement due, to their respective addresses as mentioned in this Agreement unless a change in address is communicated to each other in writing and in that case the letters and/or notices shall be sent to each changed address.
- **e.** It is mutually agreed by and between the parties that the name for the scheme of Residential cum commercial Project to be constructed upon the SAID PLOT shall be known as "RAJDEEP GALAXY".
- f. It is agreed and clearly understood between all the parties hereto that the present agreement is an Agreement for Sale cum Development, by the OWNERS/VENDORS with the PURCHASER/DEVELOPER wherein Development Rights in the Plot are transferred in favour of PURCHASER/DEVELOPER for carrying out construction on the Said Plot. On completion of construction of residential cum commercial building and on handing over of possession of the Flats allotted to OWNERS/VENDORS as per allotment chart as mentioned above, shall execute a Sale Deed with respect to the Said Plot in favour of PURCHASER/DEVELOPER and legal possession of the Said Plot shall be handed over to the PURCHASER/DEVELOPER at the time of signing of the Deed of Sale so that PURCHASER/DEVELOPER can directly sell the Flats allotted to PURCHASER/DEVELOPER in favour of prospective Purchasers.

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- **g.** This Agreement is not/nor intended to be an agreement to sell any part of the SAID PROJECT LAND by the OWNERS/VENDORS to the PURCHASER/DEVELOPER.
- **h.** This Agreement is not an agreement to share the profits and losses of the SAID PROJECT and shall not be construed or represented as a Partnership between the parties hereto.
- **i.** This Agreement also does not create any relationship of principal and agent or contractor between the Parties.
- **j.** This Agreement also does not create any association formed by the Parties and in fact each Party is doing its own business independent of each other and the rights and obligations of each Party is well defined, specific and mutually exclusive.
- **k.** The purpose of the arrangement contemplated in this Agreement is to ensure optimum realization for each Party independent from the other from the respective scope of work & obligations undertaken by it under this Joint Venture.
- The Parties will receive their respective share under this Agreement for fulfilling their respective obligations under this Agreement. The costs incurred or to be incurred by any Party in relation to its obligations under this Agreement are their own costs and is of no consequence to the other Parties except as otherwise stated expressly in this Agreement.
- **m.** The Parties shall from time to time hold site meetings to review the progress of the work as per the mutually decided schedule and the working of this Agreement.
- **n.** The PURCHASER/DEVELOPER shall not assign or otherwise transfer their rights under this Agreement to any third party. The OWNERS/VENDORS shall not transfer the SAID PROJECT LAND to any third party during the subsistence of this Agreement.
- **o.** The PURCHASER/DEVELOPER shall register the SAID PROJECT under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority (hereinafter be referred to as the "RERA 2016" for the sake of brevity) and the OWNERS/VENDORS shall give all assistance for the same.
- p. Under section 13 of the SAID RERA 2016, the OWNERS/VENDORS and the PURCHASER/DEVELOPER are required to execute a written Agreement and since the premises being allotted to the PURCHASER/DEVELOPER and the present agreement shall cover the same requirement, no separate agreement is being executed and this agreement shall be registered under the provisions of the Registration Act as required under the law and provisions of RERA 2016.
- **q.** 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, *interalia*, the interest of each of the parties or give full effect to the intentions of parties as disclosed in this Agreement.

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- **16. SC/ST NOTIFICATION:** All parties declare that subject matter of this Agreement of Sale does not pertain to occupancies of person/s belonging to Schedule caste and Schedule Tribes pursuant to Notification No: RD/LND/LRC/318/77 dated 21.08.1978.
- 17. NOTICES: All letters, notices, communications to the OWNERS/VENDORS and the PURCHASER/DEVELOPER by or under this agreement or otherwise shall be addressed at the addresses aforesaid. Any change in the above address shall be notified by the concerned party to the other party, in writing. Until and unless the communication of such change in address is received by the other party the above address shall be deemed to the valid and existing address of the parties. Any letters, reminders, notices, documents, papers or communication etc. sent on the above address or the changed address (subject to the immediately above preceding clause) by Registered AD or Under Certificate of Posting shall be deemed to have been lawfully served and received by the respective parties.
- **AMENDMENTS:** This Agreement may only be amended through written consent of the parties. Any change or modification shall be rendered in writing in the form of supplementary Indenture hereto and not otherwise.
- 19. AGREEMENT APPLICABLE TO THE SUBSEQUENT TRANSFEREES:

 Parties agree that all the provisions contained herein and the obligations arising hereunder in respect of the OWNERS/VENDORS PREMISES and PURCHASER/DEVELOPER PREMISES shall equally be applicable to and enforceable against any subsequent transferors of same premises.
- 20. SEVERABILITY: If any provision of this Agreement shall be void or unenforceable under any the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- **21. DISPUTES**: Any dispute shall be subject to the jurisdiction of courts at Mapusa.

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- **22. COMPLIANCE WITH RERA**: The Purchaser/ DEVELOPER undertake to comply with RERA regulations, wherever applicable with the full Cooperation and support from the Owners/ Vendors.
- **23. SPECIFIC PERFORMANCE:** Parties shall be entitled for Specific Performance of this Agreement.
- **24. THE CONFIRMING PARTIES:** agrees/ accepts/ consents to the terms of this indenture and in consent of which puts their signature as confirming parties hereto.
- 25. STAMP DUTY & REGISTRATION: Being an Agreement for Sale Cum Development involving exchange of land for a constructed area, under construction value of the saleable built up area, admeasuring 1005.42sq.mts, to be allotted to OWNERS/VENDORS, is calculated as Rs.2,51,35,500/- (Rupees Two Crores Fifty One Lakhs Thirty Five Thousand Five Hundred Only) and market value of the Said Plot admeasuring 3642 sq. mts. is calculated as Rs.1,74,81,600/- (Rupees One Crore Seventy Four Lakhs Eighty One Thousand Six Hundred Only). Thus the combined value of Saleable built up area and market value of Said Plot amounts to Rs.4,26,17,100/-(Rupees Four Crores Twenty Six Lakhs Seventeen Thousand One Hundred Only).
- 26. Accordingly stamp duty at the rate of 2.9% amounting to Rs.12,35,900/-(Rupees Twelve Lakhs Thirty Five Thousand Nine Hundred Only) and Registration Fee at the rate of 3% amounting to Rs.12,78,600/- (Rupees Twelve Lakhs Seventy Eight Thousand Six Hundred Only) is paid on the total value of Rs.4,26,17,100/-(Rupees Four Crores Twenty Six Lakhs Seventeen Thousand One Hundred Only) and is borne by PURCHASER/DEVELOPER.

SCHEDULE I (DESCRIPTION OF THE SAID PROPERTY)

All that property known as "FIRGEM BHAT/ FIRGHEM" also known as "MODDA CULAGOR" also known as "MADA CULAGOR" also known as "FIRGUENCHEM BATA", surveyed under Survey No. 86, Sub Div No. 3, admeasuring 4100 sq. mtrs., within the limits of Village Panchayat of Guirim, Bardez, Goa. This property is described in the Land Registration Office of Bardez, under Description No. 30036 at Folio 82V of B-77, falls within the limits of Village Panchayat of Guirim, Bardez, Goa

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but not enrolled in the taluka Revenue Office, which is delineated in red colour boundary on the plan annexed herewith and bounded as under:-

On the East: By NH 17/ (66) and 86/3-A

On the West: By Nallah

On the North: By Property bearing Survey No. 86/2;

On the South: By Property bearing Survey No. 86/4, 5, 6 & 8 and 86/3-A

SCHEDULE II

(DESCRIPTION OF THE SAID PLOT/PROJECT LAND)

All that Plot known as "FIRGEM BHAT/ FIRGHEM" also known as "MODDA CULAGOR" also known as "MADA CULAGOR" also known as "FIRGUENCHEM BATA", surveyed under Survey No. 36, Sub Div No. 3, admeasuring 3642 sq. mts, within the limits of Village Panchayat of Guirim, Bardez, Goa. This property is described in the Land Registration Office of Bardez, under Description No. 30036 at Fono 82V of B-77, falls within the limits of Village Panchayat of Guirim, Bardez, Goa, but not enrolled in the Taluka Revenue Office, which is delineated in red colour boundary on the plan annexed herewith and bounded as under:-

On the East: By NH 17/ (66);

On the West: By Nallah

On the North: By Property bearing Survey No. 86/2;

On the South: By Property bearing Survey No. 86/4, 5, 6 & 8;

The said property is delineated with red colour boundary on the survey plan annexed herewith.

SCHEDULE III

(SCHEDULE OF BUILDING SPECIFICATIONS AND SEMI FURNISHED AMENITIES)

THE STRUCTURE:

It is an RCC structure with external walls up to the plinth in cement blocks masonry and the external walls in the super structure shall be of 20 cm thick cement blocks masonry. The external plaster will be double coat with sand finished and Internal plaster to be finished with punning along with primer and 3 coats of goof quality paint. The internal walls shall be of 10cm light weight blocks.

Stainless Steel Safety Gate for Main Door.

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DOORS AND WINDOWS

The main door shall be of teakwood frame with teak wood paneled finished with polish. All the remaining doors shall be marine ply, factory processed panel. All windows will be of powder coated aluminum frames with sliding shutters of glass.

· Safety fabrication grills will be provided uniformly to all flats.

· CEILING:

POP ceiling with led lights will be provided in all rooms.

FLOORING:

Living room, kitchen and bed room will be provided with good quality vitrified tiles. Bathroom flooring shall be anti-skid tiles of good quality and tiles fitting shall be upto full height. All bathroom fittings and sanitary fittings shall be of premium class quality.

- **SANITARY AND TOILET FITTINGS:** All equipment will be provided with premium plus quality fittings.
- **ELECTRICALS INSTALLATIONS:** All rooms of the flat will be provided with LED Lights, Fans and Exhaust Fans. LED lights are provided which reduce electricity power consumption by min 50%, due to which we are able to give generator back up to entire flat.

FEATURES OF SEMI FURNISHED FLATS

- P.O.P. with LED lights which reduces electricity consumption by min 50%.
- Havells Brand ceiling fans in all rooms. (Brand subject to availability).
- Granite sit-out without bottom storage cabinet in all Bedrooms.
- Modern kitchen with cabinets manufactured by Rajdeep Interior Firm along with 2 exhaust fans.
- · All bathrooms with exhaust fan.
- Provision for Installation of Tata Sky connection in all the flats. Installation to be done by flat owner on their own. So also, Package and other services to be subscribed & paid by the Flat Owner on their own with local dealer.

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SCHEDULE IV (DESCRIPTION OF THE OWNERS/VENDORS PREMISES)

	BUIL	FLAT	FLOOR	ТҮРЕ		-	AREA IN	SQ.MTS	
	BLOC K	NO.	÷	OF FLAT	Super built up	Built up	Carpet	Balcon	Area of Terrace
1	BLOC K B	B-001	Ground Floor	1.5 BHK	87.48	71.6	61.92	-	-
2		B-002	Ground Floor	2ВНК	91.92	76.04	67.24	-	and .
3		B-101	First Floor	1.5BHK	88.06	70.86	54.2	10.40	-
4		B-102	First Floor	1.5 BHK	88.06	70.86	54.2	10.40	-
5		B-103	First Floor	2ВНК	92.29	75.41	56.7	12.38	=.
6		B-104	First Floor	2BHK	92.29	75.41	54.27	12.38	-
7	BLOC K C	C-001	Ground Floor	1ВНК	61.91	52.20	44.98	-	=
8		C-002	Ground Floor	1ВНК	61.91	52.20	44.98	-	-
9		C-003	Ground Floor	1BHK	61.91	52.20	44.98	-	-
10		C-004	Ground Floor	1ВНК	61.91	52.20	44.98	-	-
11		C-101	First Floor	1ВНК	61.91	52.20	40.52	6.82	-
12		C-102	First Floor	1ВНК	61.91	52.20	40.52	6.82	-
13		C-201	Second Floor	1ВНК	61.91	52.20	40.52	6.82	-
14		C-202	Second Floor	1ВНК	61.91	52.20	40.52	6.82	-
15	BLOC K D	D-001	Ground	1.5BHK	87.48	71.6	61.92		
16		D-002	Ground Floor	2ВНК	91.92	76.04	67.24	-	-
			1	TOTAL	1214.78	1005.42			

The said flats are marked in red in the plan annexed herewith.

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SCHEDULE V (DESCRIPTION OF THE PURCHASER/DEVELOPER'S PREMISES)

	BUILDING	FLAT/S	FLOO	TYPE		T	AREA I	N SQ.MT	S.
	BLOCK	HOP/O	R	OF UNIT					
		FFICE	15		Super	Built	Carpe	Balcon	Area of
		NO.			built	up	t	у	Terrace
	M. 3340				up				
1	BLOCK A	A-001	Groun	SHOP	72.19	66.84	63.47	-	-
			d Floor						
2		A-002	Groun	SHOP	77.55	72.20	71.59	-	-
			d Floor						
3		A-003	Groun	SHOP	85.35	80.00	76.71	-	-
Winds.			d Floor		(a				
4		A-101	First	OFFICE	38.93	26.30	19.42	5.97	-
10	*		Floor	NO.1					
5	1 2 3	A-102	First	OFFICE	38.44	25.81	19.05	5.86	-
1			Floor	NO.2	73. 2				
6		A-103	First	OFFICE	50.48	37.85	18.69	17.11	-
-150			Floor	NO.3					
7		A-104	First	OFFICE	50.25	37.62	18.21	17.32	_
			Floor	NO.4	2				
8		A-105	First	OFFICE	37.09	24.46	18.64	5.05	-
			Floor	NO.5					
9		A-106	First	OFFICE	40.09	27.46	19.05	7.62	-
			Floor	NO.6					
10	BLOCK B	B-201	Secon	1.5 BHK	88.06	70.86	54.2	10.40	
			d Floor				-		
11		B-202	Secon	1.5 BHK	88.06	70.86	54.2	10.40	
			d Floor						
12		B-203	Secon	2BHK	92.29	75.41	56.7	12.38	-
			d Floor						
13		B-204	Secon	2BHK	92.29	75.41	54.27	12.38	-
			d Floor					12.00	
14	BLOCK C	C-103	First	1BHK	61.91	52.20	40.52	6.82	_
			Floor					0.02	
15		C-104	First	1BHK	61.91	52.20	40.52	6.82	-
			Floor						7550
16		C-203	Secon	1BHK	61.91	52.20	40.52	6.82	
	o n di w		d Floor			02.20	10.02	0.02	
					L				

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17		C-204	Secon d Floor	1ВНК	61.91	52.20	40.52	6.82	-
18	BLOCK D	D-101	First Floor	1.5BHK	88.06	70.86	54.2	10.40	-
19		D-102	First Floor	1.5BHK	88.06	70.86	54.2	10.40	-
20		D-103	First Floor	2ВНК	92.29	75.41	56.7	12.38	-
21		D-104	First Floor	2ВНК	92.29	75.41	54.27	12.38	-
22		D-201	Secon d Floor	1.5BHK	88.06	70.86	54.2	10.40	-
23		D-202	Secon d Fioor	1.5BHK	88.06	70.86	54.2	10.40	-
24		D-203	Secon d Floor	2ВНК	92.29	75.41	56.7	12.38	-
25		D-204	Secon d Floor	2ВНК	92.29	75.41	54.27	12.38	-

SCHEDULE VI (DESCRIPTION OF THE OWNERS/VENDORS CAR PARK SPACES)

That along with the allotted Flats, OWENERS/VENDORS are allotted 16 free car parking, out of which stilt and covered car parking shall be allotted based on their 40% share i.e. out of 16 car parking, 40% will be stilt car parking and 40% will be covered car parking.

ANNEXURE-A

(Authenticated copy of Form I & XIV).

ANNEXURE-B

(Authenticated copy of Survey Plan)

ANNEXURE-C

(Authenticated copy of approved Plans).

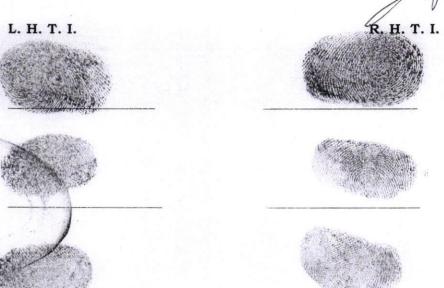
IN WITNESS WHEREOF the parties hereto have signed this agreement on the day, month and year first hereinabove mentioned and in the presence of the witnesses herein below mentioned.

John Mari

SIGNED, SEALED AND DELIVERED by the within named the

OWNERS/VENDORS









July. Don'te.

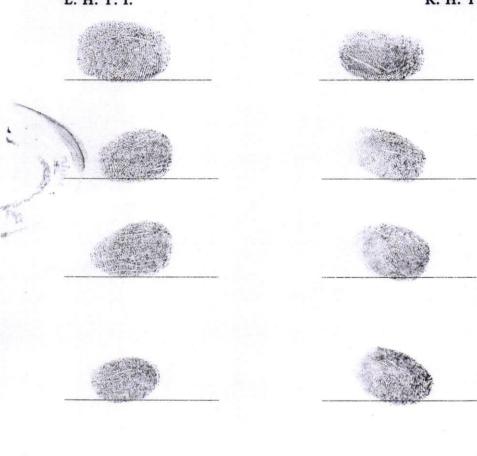
SIGNED, SEALED AND DELIVERED by the within named the OWNERS/VENDORS



MRS. KALE E VIEGAS DEEPA alias DEEPA KALE E VIEGAS

L. H. T. I.

R. H. T. I.



July NV.

Dartro (The

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Dolar

SIGNED, SEALED AND DELIVERED by the within named the OWNERS/VENDORS



Don't

MR. ROMEO CASTRO

L. H. T. I.

R. H. T. I.



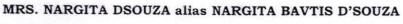


John Don't Bour My Store

SIGNED, SEALED AND DELIVERED by the within named the OWNERS/VENDORS







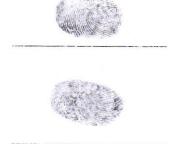
L. H. T. I.

R. H. T. I.

















SIGNED, SEALED AND DELIVERED by the within named the PURCHASER/DEVELOPER

RAJDEEP BUILDERS THROUGH PROPRIETOR RAJESH TARKAR

PROPRIETOR RAJESH TARKAR
L. H. T. I.
R. H. T. I.

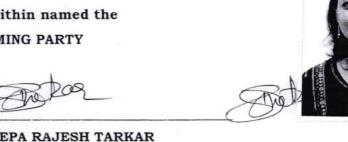
The Fred

Dorth' (Davis

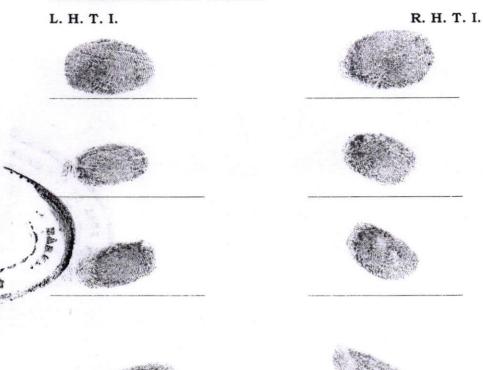
May

Dobor

SIGNED, SEALED AND DELIVERED by the within named the CONFIRMING PARTY



MRS. DEEPA RAJESH TARKAR





Rontra

WITNESSES:-

NAME Mr. Ajay Salgaonkar

FATHER'S NAME Mr. Babli Salgaonkar

AGE 43 years

MARITAL STATUS Married

OCCUPATION Service

ADDRESS H.No.S/74, Yashodi Niwas, Verem

Reis Magos Goa.



2. NAME : Mrs. Sailee Thanekar

FATHERS NAME : Late Bhargavram Naik

AGE : 43 years

MARITAL STATUS :Married

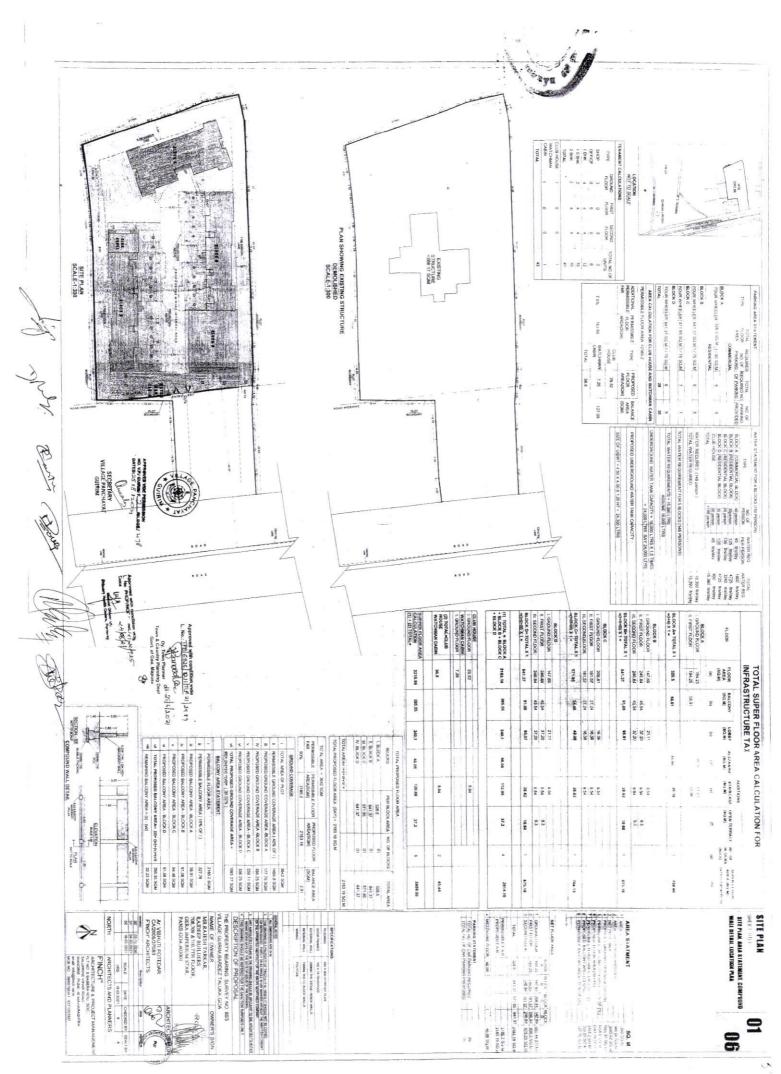
: Service ADDRESS : H.No.604A, Om Saim Tikhazan Mayem

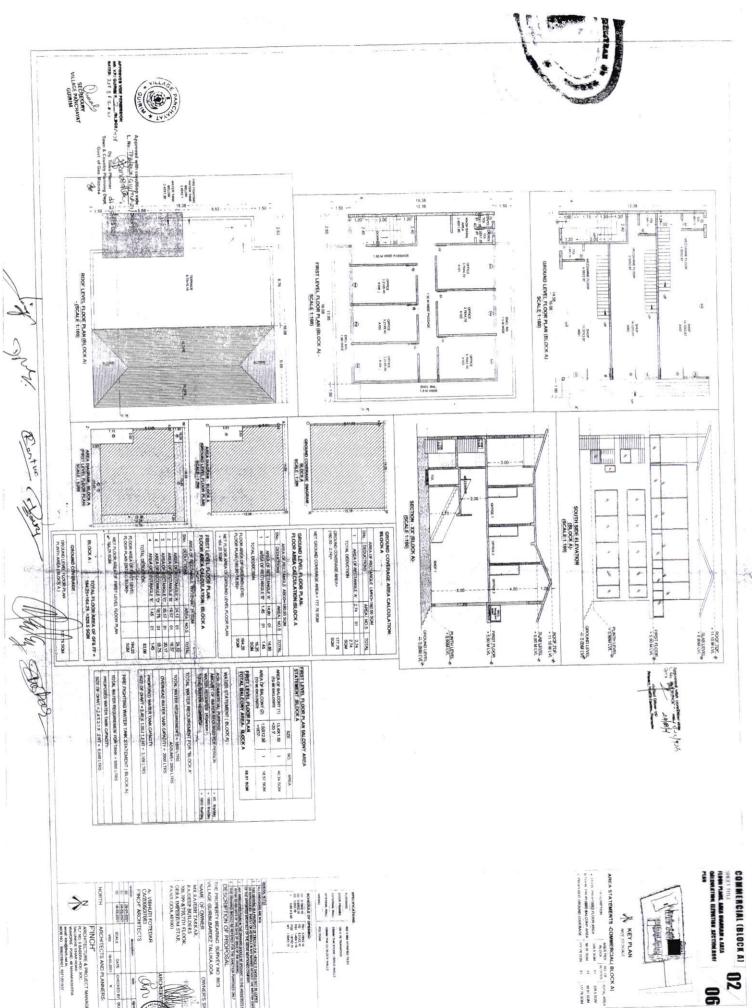
Bicholim Goa

SIGNATURE

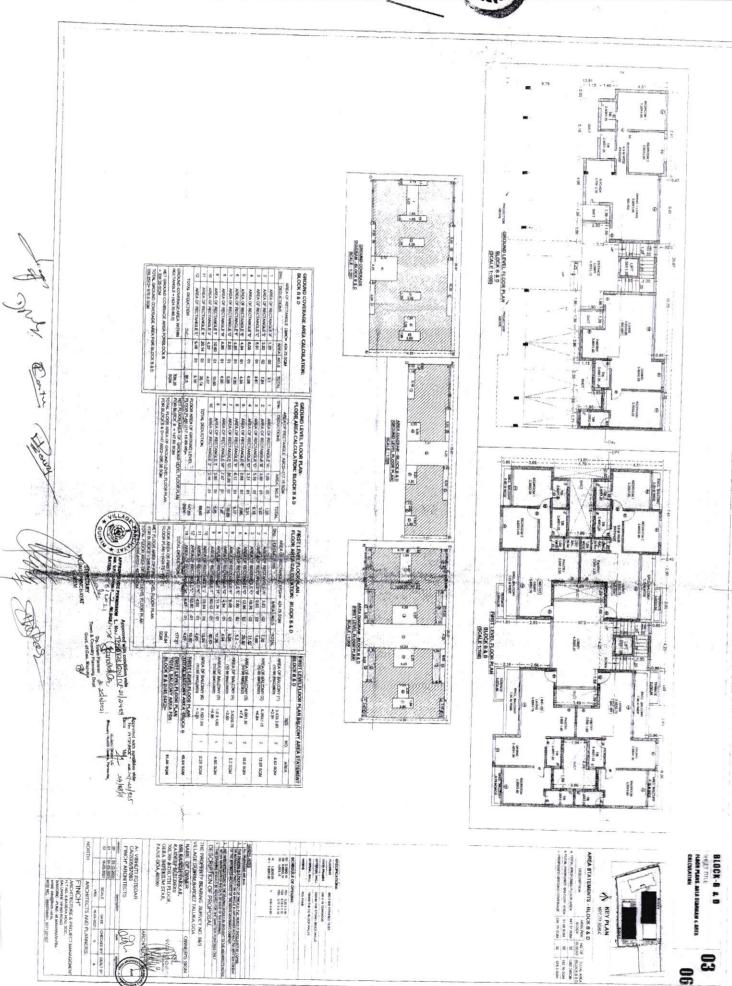
OCCUPATION

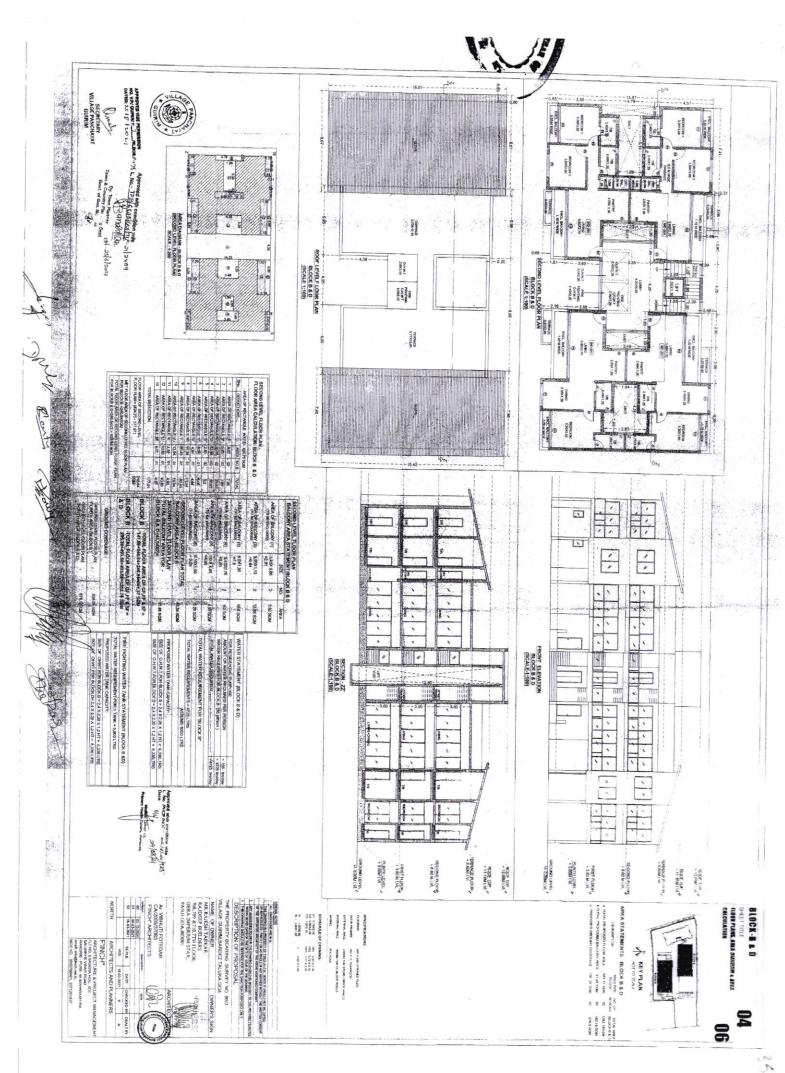
Mrs. Bontre Hours

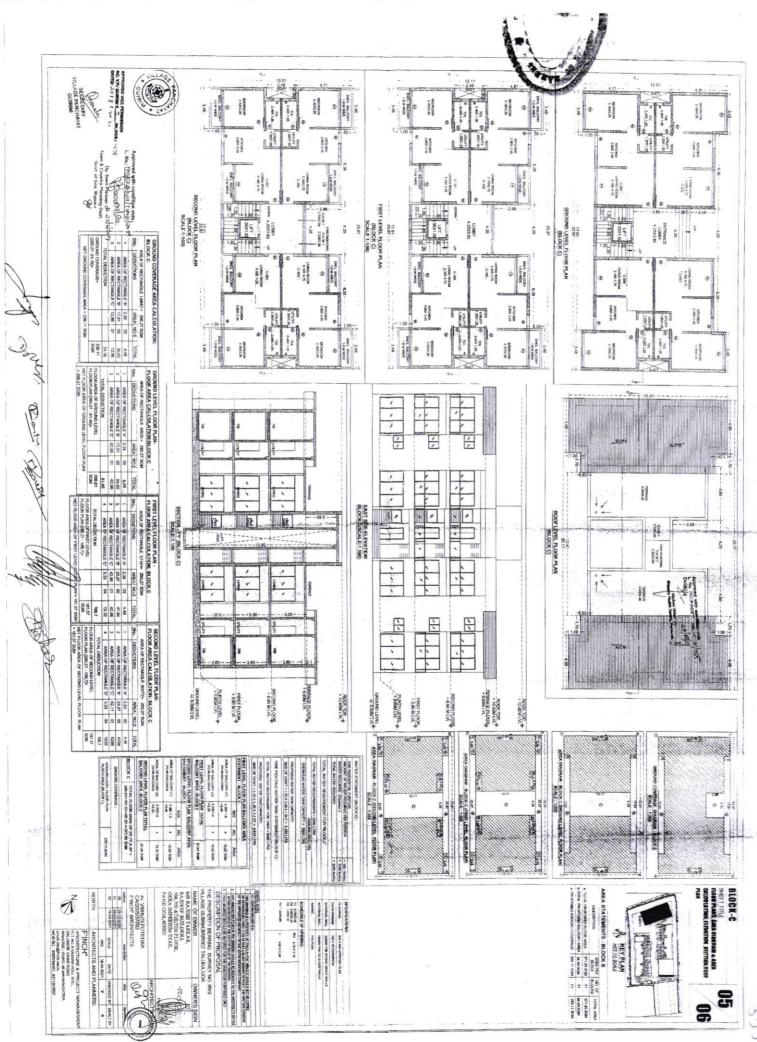


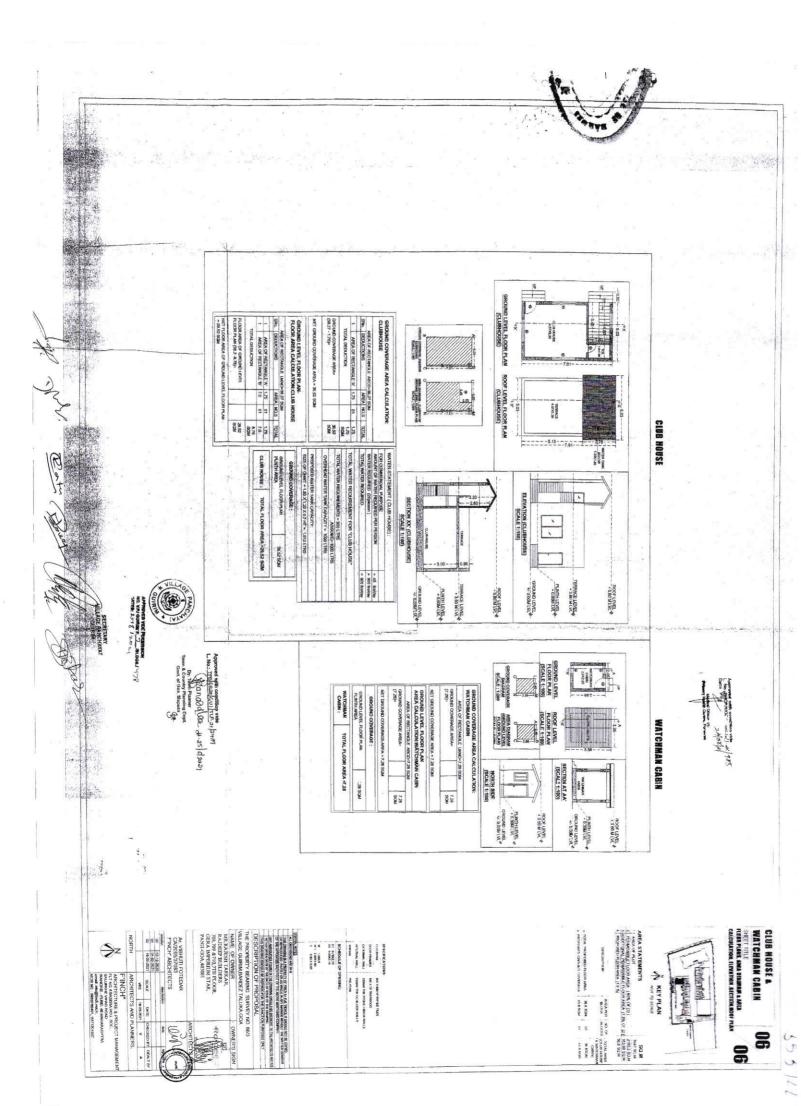


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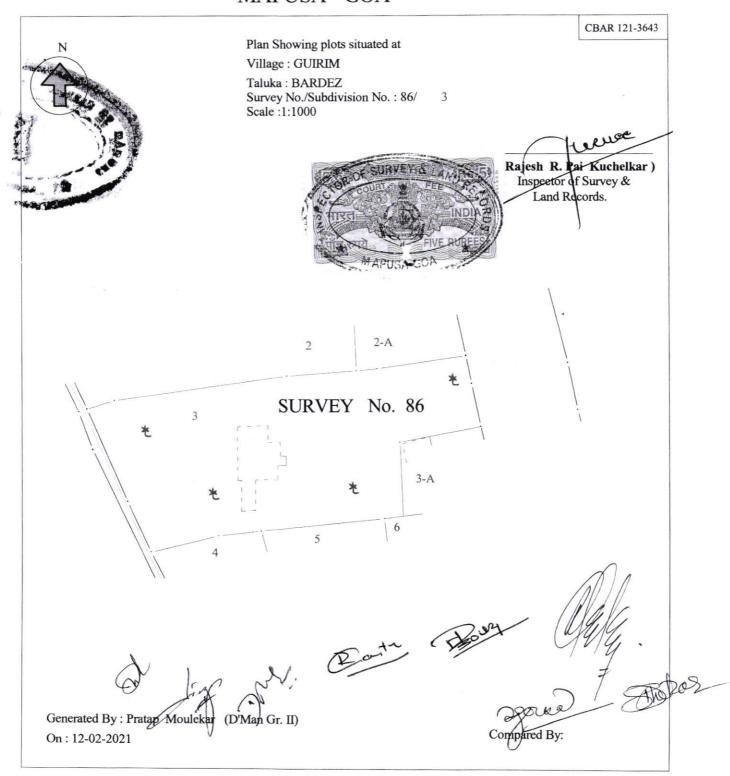






GOVERNMENT OF GOA

Directorate of Settlement and Land Records Office of Inspector of Survey and Land Records MAPUSA - GOA



353/22

86



100013369171

Date:

18/10/2021

नमुना नं 9 व 98

Page 1 of 2

BARDEZ Taluka

तालुका

Village

Guirim

Name of the Field Firange Bhat

शेताचें नांव

Survey No.

सर्वे नंबर

Sub Div. No.

हिस्सा नंबर

Tenure

सत्ता प्रकार

Cultivable Area (Ha.Ars.Sq.Mtrs) लागण क्षेत्र (हे. आर. चौ. मी.)

Dry-Crop	Garden	Rice	Khajan	Ker	Morad	Total Cultivable Area
जिरायत	बागायत	तरी	खाजन	केर	मोरड	एकूण लागण क्षेत्र
00.00.0000	0000.34.42	00.00.00	00,00,000	00.00.00	00.00.000	0000.34.42

Un-cultivable Area (Ha.Ars Sq.Mtrs) नापिक क्षेत्र (हे. आर. चौ. मी.)

Pot Kharab पोट खराब Class (a) Class (b) Total Un-Cultivable Area एकूण नापिक जामीन वर्ग (अ) वर्ग (ब) 0000.02.00 0000.02.00 00.00.00

Grand Total एकुण 0000.36.42

Remarks शेरा

Dy.Coll.Order No. 15/74/2016/Part/Land/II dtd

17/11/2020 and Letter

No.9/ISLR/Map/Part/Land/436/2016/99 dtd

Predial 15/01/2021 issued by the office**pt that** Inspector 0.00 प्रेदियाल of Survey & Land Records, City Survey, Mapusa. Assessment: Foro Rs. 0.00 Rs. 0.00 आकार फोर

S.No.	Name of the Occupant कब्जेदाराचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Connie Rodrigues		73826	
2	Milena Rodrigues		77831	
3	Melroy Rodrigues		77831	
14	Francis Viegas		78681	
5	Romeo Castro		78681	

S.No.	Name of the Tenant कुळाचे नांव	Khata No. खाते नंबर	Mutation No. फेरफार नं	Remarks शेरा
1	Nil			

Name of Descendant districts and nature of violates	Mutation No. फेरफार नं	Remarks शेरा
Nil		

Ly N. Dourt



18/10/2021 Date:

Name of the Field

Taluka

तालुका

Village

शेताचें नांव

गांव

नम्ना नं 9 व 98

Page 2 of 2

Survey No. सर्वे नंबर

86

Sub Div. No.

हिस्सा नंबर

Tenure

सत्ता प्रकार

Details of Cropped Area पिकाखालील क्षेत्राचा तापशील

	4		DC	tans or c	nopped / it	74 111191111	11 41 41 41 41			1	T
Ī	Year	Name of the	Mode	Season	Name	Irrigated	Unirrigated	Land not Ava	ailable for	Source of	Remarks
- 1	rear	IVan of the	Wibde		Marie		0	cultivation 7	ापिक जमीन	irrigation	शेरा
- 1	वर्ष	Cultivator	रीत	मौसम	of Crop	बागायत	जिरायत		1 .	सिंचनांचा	शरा
- 1	44	1	,					Nature	Area क्षेत्र	स्यनाया	
		लागणकरणा-याचे	,		पिकाचे नांव	Ha.Ars.Sq.Mts	Ha, Ars, Sq, Mts	प्रकार	Ha,Ars,Sq,Mts	प्रारि	1
1		High Walt				हे, आर, चौ. मी.	हे. आर. चौ. मी.	Piant	हे. आर. चौ. मी.		
1		3 2	-		-	-	-	-	-	-	-
-	200	Nil		†					1		

End of Report

For any further inquires, please contact the Mamlatdar of the concerned Taluka.

BARDEZ

Guirim

Firange Bhat

The record is computer generated on 18/10/2021 at 4:21:35PM as per Online Reference Number - 100013369171. This record is valid without any signature as per Government of Goa Notification No. 26/13/2016-RD/8639 dated 13/09/2021.

The latest copy of this record can be seen/verified for authenticity on the DSLR website https://egov.goa.nic.ip/dsly

Jiff July Bortro



Government of Goa

Document Registration Summary 2

Office of the Civil Registrar-cum-Sub Registrar, Bardez

Print Date & Time: - 25-Jan-2022 11:11:39 am

Document Serial Number :- 2022-BRZ-353

Presented at 11:05:48 am on 25-Jan-2022 in the office of the Office of the Civil Registrar-cum-Sub

Registrar, Bardez along with fees paid as follows

Sr.No	Description	Rs.Ps
1	Stamp Duty	1235900
2	Registration Fee	1278520
3	Processing Fee	1920
E	Total	2516340

Stamp Duty Required :1235900/-

Stamp Duty Paid: 1235900/-

Presenter

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Anant Mohan Kubal ,Father Name:Mohan Kubal,Age: 34, Marital Status: ,Gender:Male,Occupation: Service, Address1 - Resident of H.No. 689 Devlay Near Shantadurga Temple Candola Marcel Goa, Address2 - , PAN No.:			Min

Executer

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	FRANCIS VIEGAS, Father Name:Francis Xavier Viegas, Age: 57, Marital Status: Married, Gender:Male,Occupation: Business, Residing at House No.293 A Sonar Vaddo Verla Parra Bardez Goa 403510, PAN No.:			ligh
2	KALE E VIEGAS DEEPA Alias DEEPA KALE E VIEGAS, Father Name: Pradip Hiraji Kale, Age: 49, Marital Status: Married ,Gender: Female, Occupation: Business, Residing at House No.293 A, Sonar Vaddo, Verla, Parra Bardez Goa 403510, PAN No.:			John,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
SI.NO	ROMEO CASTRO , Father Name:Marino Castro, Age: 41,	Filoto	THUILD	Signature
3	Marital Status: Married ,Gender:Male,Occupation: Business, Residing at House No.649 2 Near Mr. Farmers Nursery, St. Anthony Waddo Guirim Bardez Goa, PAN No.:			
4	NARGITA DSOUZA Alias NARGITA BAVTIS DSOUZA, Father Name:Bavits John Dsouza, Age: 33, Marital Status: Married ,Gender:Female,Occupation: Service, Residing at House No.649 2, Near Mr. Farmers Nursery, St. Anthony Waddo, Guirim, Bardez, Goa, PAN No.:			(Jourse
200	Anant Mohan Kubal , Father Name: Mohan Kubal, Age: 34, Marital Status: ,Gender: Male, Occupation: Service, Resident of H.No. 689 Devlay Near Shantadurga Temple Candola Marcel Goa, PAN No.: , as Power Of Attorney Holder for RAJDEEP BUILDERS Proprietor Rajesh Tarkar			Mr.
6	Anant Mohan Kubal , Father Name: Mohan Kubal, Age: 34, Marital Status: ,Gender: Male, Occupation: Service, Resident of H.No. 689 Devlay Near Shantadurga Temple Candola Marcel Goa, PAN No.: , as Power Of Attorney Holder for DEEPA RAJESH TARKAR	N.		Mry.

Witness:

I/We individually/Collectively recognize the Vendor, Purchaser, Confirming Party, POA Holder,

Sr.NO	Party Name and Address	Photo	Thumb	Signature
1	Name: SAILEE SHAILESH THANEKAR,Age: 42,DOB: ,Mobile: ,Email: ,Occupation:Service , Marital status: Married , Address:403504, H.No.604 Tikhazan Mayem Bicholim Goa, H.No.604 Tikhazan Mayem Bicholim Goa, Maem, Bicholim, NorthGoa, Goa	- ()		Juvelen
2	Name: AJAY BABLI SALGAONKAR, Age: 42, DOB: , Mobile: , Email: , Occupation: Service , Marital status : Married , Address: 403114, House No. S/74 yashodi Niwas Verem Reis Magos Bardez Goa, House No. S/74 yashodi Niwas Verem Reis Magos Bardez Goa, Reis-magos, Bardez, North Goa, Goa			Tod?

Sub Registrar

ARDEZ

Document Serial Number :- 2022-BRZ-353

Document Serial No:-2022-BRZ-353

Book :- 1 Document

Registration Number :- BRZ-1-334-2022

Date: 25-Jan-2022

Sub Registrar(Office of the Civil Registrar-cum-Sub Registrar, Bardez)

SUB-REGISTRAR

BARDEZ