

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Panaji, Tiswadi, Goa, on this ____ of March, 2022 ;

B E T W E E N

1. **Mr. SUSHIL KUMAR TAINWALA**, son of Mr. Brijlal Tainwala, 61 years of age, married, Indian National, having PAN Card No. [REDACTED], Aadhaar No. [REDACTED], Mobile No. 9822101241 and his wife ;
2. **Mrs. ANITA TAINWALA**, daughter of Mr. Raj Pal Goyal, 57 years of age, Indian National, having PAN Card No. [REDACTED], Aadhaar No. [REDACTED], Mobile No. 9881719996, both permanent residents of House No. F1, Pachu Building, Fatorda, Salcette, Goa – 403602 and both presently residing at House No. 132/1, Gaulem Bhat, Chimbhel, Tiswadi, Gao – 403006, hereinafter shall be jointly referred to as the **‘OWNERS/VENDORS’** (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executors, administrators and assigns) **OF THE FIRST PART** and are duly represented herein through their duly constituted attorney **Shri. MAKBUL AHMED S. KALSUR**, son of late Shamshuddin Kalsur, 39 years of age, Businessman, married, Indian National and residing at House No 132/1, Gaulem Bhat, Chimbhel,

Tiswadi Goa, Having PAN Card No. [REDACTED],
Aadhar No. [REDACTED] vide Irrevocable Power of
Attorney dated 9/7/2021 with regards to the Said
Property which is duly registered before the Sub-
Registrar of Ilhas/Tiswadi Goa under No. PNJ-POA-
Register-63-2021 dated 12-July-2021.

A N D

1. Shri. MAKBUL AHMED S. KALSUR, son of late
Shamshuddin Kalsur, 39 years of age, Businessman,
married, Indian National, residing at House No.
132/1(Old), C/207 (New), Chinchwada, Chimbhel, Tiswadi
Goa, having his Office at 817, 8th Floor, Gera Imperium
Grand, Opposite Ginger Hotel, EDC Patto, Panaji, Goa-
403001, Having PAN Card No. [REDACTED], Aadhaar
No. [REDACTED], Mobile No. 7972304659, E-mail:
mskbbuildingsystems@gmail.com, hereinafter referred to
as the '**DEVELOPER**' (which expression shall unless it
be repugnant to the context or meaning thereof shall
mean and include his heirs, legal representatives,
executors, administrators and assigns) **OF THE THIRD**
PART;

A N D

1. Shri./Smt. _____, son/daughter of Shri.
_____Narayan Mangesh Naik, ____ years
of age, businessman/service, _____, Nationality

_____, having PAN Card No. _____,
Aadhaar No. _____, Mobile No. _____ residing at
_____ and
hereinafter referred to as the **“PURCHASER”** (which
expression shall unless repugnant to the context or
meaning thereof shall mean and include his heirs,
legal representatives, executors, administrators and
assigns) **OF THE THIRD PART ;**

WHEREAS there exists an immovable property
consisting of two properties known as **“PALMAR MOTE”**
described in the Land Registration Office Under No. 15160
and property **“PALMAR NAICALEM”** described under No.
15161 at Folios Nos. 34 and 34 V of Book B-49 and is
commonly known as **“MONTE DONGOR”** not enrolled in
the Taluka or Revenue Office for Matriz Predial, which
properties are surveyed under Survey No. 87/2
admeasuring 5625 sq. mts. and survey No. 89/0
admeasuring 15050 sq. mts. of Village Ella, Old Goa,
Tiswadi Taluka, Goa and the same shall be hereinafter be
referred to as the **“SAID PROPERTY”**.

AND WHEREAS half of the Said Property bearing
description No. 15160 and 15161 is inscribed in the name
of Shri. Vinaeca Crisna Sinai Wagle, under inscription No.
13665 whereas other half is found inscribed in the name
of Shri. Auduta Sripada Sinai Waglo and Remexa Sripada
Sinai Waglo under inscription No. 20746 in folio 102 (v) of
Book No. G-33 as on 14/12/1949.

AND WHEREAS the said Shri. Vinaeca Crisna Sinai Waglo was married to Smt. Laximibai Waglo, wherein, said Smt. Laximibai Waglo expired leaving behind her husband Shri. Vinaeca Sinai Waglo and their following children namely (1) Shri. Govinda Vinaeca Sinai Waglo married to Smt. Laximibai Govind Waglo (2) Smt. Tulsibai Vinaeca Sinai Wanglo alias Annapurnabai Krishna Waglo married to Shri. Krishna Naraina (3) Shri. Shambu alias Xembu Vinaeca Sinai Waglo married to Smt. Shantabai Shambu Waglo and (4) Shri. Shanker Vinaeca Sinai Waglo married to Smt. Girijabai Shanker Waglo;

AND WHEREAS upon the death of said Smt. Laximibai Waglo, inventory proceedings were instituted in the Court of Civil Judge, Panaji and by order dated 27/9/1956, passed in the said Inventory Proceedings, the above said persons were declared as the legal heirs of the said deceased Smt. Laximibai Waglo.

AND WHEREAS the said Smt. Tulsibai Vinaeca Sinai Wanglo and her husband Shri. Krishna Naraina relinquished their rights to the inheritance of the said Shri. Vinaeca Crisna Sinai Waglo and his wife Smt. Laximibai Waglo vide Deed of Relinquishment dated 13/10/1982;

AND WHEREAS consequent of relinquishment, the remaining heirs namely Shri. Govind Vinaeca Sinai Waglo; Shri. Shambu alias Xembu Vinaeca Sinai Waglo and Shri. Shanker Vinaeca Sinai Waglo became the only legal heirs to the estate left by Shri. Vinaeca Crisna Sinai Waglo and his wife Smt. Laximibai Waglo;

AND WHEREAS said Shri. Govind Vinaeca Waglo expired on 22/2/1966 leaving behind his wife Smt. Laximibai Govind Waglo and their children namely Shri. Umakant Govind Waglo married to Smt. Vijaya Umakant Waglo; Smt. Vasanti Govind Waglo alias Vasanti Balkrishna Angle married to Shri. Balkrishna Shiva Angle;

AND WHEREAS vide Deed of Succession dated 8/6/1966, the above said person were declared as the legal heirs and successors of said Shri. Govind Vinaeca Waglo. However, Smt. Vasanti Govind Waglo alias Vasanti Balkrishna Angle and her husband Shri. Balkrishna Angle relinquished their right to the inheritance of their father/father in law Shri. Govind Vinaeca Waglo in favour of other legal heirs;

AND WHEREAS the said Smt. Laximibai Govind Waglo expired on 8/6/1986, leaving behind her only son Shri. Umakant Govind Waglo, as the sole and exclusive Owners/Vendors of the property left behind by said Shri. Govind Vinaeca Waglo and Smt. Laximibai Waglo;

AND WHEREAS the said Shri. Umakant Govind Waglo expired on 18/10/1996, at Bombay leaving behind his wife Smt. Vijayabai Umakant Waglo and their three children (1) Smt. Naina Wagle married to Shri. Anupkumar Xantaram Porobo Darvotcar, (2) Smt. Seema Uncanta Wagle married to Shri. Paresh Vishwas Mahatme (3) Shri. Shanta Umakant Wagle married to Shri. Rajesh Laximicanta Bhandari;

AND WHEREAS the said Shri. Shambu Vinaeca Waglo expired intestate at Bombay on 12/10/1979 leaving behind his widow Smt. Shantabai Shambu Waglo and their following children namely (1) Shri. Krishna Shambu Waglo married to Shri. Sudha Waglo (2) Shri. Gangabai Shambu Waglo married to Smt. Gangabai Balkrishna Pai married to Shri. Malkrishna Pai (3) Smt. Neelam Shambu Waglo married to Shri. Uttam Narcinva Bene and (4) Kum. Rajami Shambu Waglo, spinster.

AND WHEREAS all three daughters of said Shri. Shambu Waglo namely Smt. Gangabai Waglo, Smt. Neelam Waglo along with their spouses and Kum. Rajani Waglo, spinster relinquished all their right to inheritance in the Said Property in favour of other co-heir namely Shri. Krishna Shambu Waglo vide Deed of Relinquishment dated 13/10/1982.

AND WHEREAS the said Shri. Shanker Waglo expired at Verna on 3/5/1969, leaving behind his wife Smt. Girjabai Waglo and their children namely (1) Smt. Kirshoribala Waglo married to Shri. Gopal Usgaonkar (2) Smt. Roshan Sinai Waglo married to Shri. Pandurang Krishna Bhobe (3) Smt. Kashibai Sinai Waglo married to Shri. Shanker Narcinva Kamat and (4) Smt. Mahudra S. Waglo married to Shri. Sadguru Ramchandra Rege;

AND WHEREAS all the above-mentioned daughters of Shanker Waglo relinquished their right by Deed of Relinquishment dated 13/10/1982 and in view of

relinquishment of rights as aforesaid the following persons namely (1) Smt. Vijayabai alias Vidhya Umakant Wagle (2) Mrs. Naina A. Dhavotkar alias Dharwadkar (3) Shri. Anupkumar S. P. Dhavotkar alias Dharwadkar (4) Smt. Shibani alias Seema P. Mahatme (5) Shri. Paresh Vishwas Mahatme (6) Smt. Shanta R. Bhandare (7) Shri. Rajesh Laxmikant Bhandare (8) Shri. Krishna Shambu Wagle (9) Smt. Sudha Krishna Wagle, (10) Shri. Tulshidas alias Narendra Shanker Wagle, (11) Smt. Chhaya Tulshidas Wagle became entitled to part of the Said Property surveyed under survey No. 87/2 and 89/0 of Village Ella, Old Goa.

AND WHEREAS Shri. Auduta Sripad Sainai Vaglo alias Awadhut Sripad Wagle (2) Smt. Sitabai Auduta Vaglo alias Gulab Awadhut Sripad Wagle (3) Shri. Ramesh Sripad Wagle (4) Smt. Pushpa Ramesh Wagle became entitled to another half share of the Said Property surveyed under survey No. 87/2 and 89/0 of Village Ella, Old Goa.

AND WHEREAS vide Deed of Sale dated 4th October 2011, duly registered in the Office of Sub Register, Ilhas, Panaji under No. PNJ-BK102668-2011, CD Number PNJD10 dated 5/10/2011, the aforesaid original Owners/Vendors sold the Said Property surveyed under survey No. 87/2 admeasuring 5625 sq. mts. of Village Ella, Old Goa, Tiswadi Taluka to Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga, resident of Vaishnavi Neelayam, Nagali Hills, Dona Paula, Goa.

AND WHEREAS, vide another Deed of Sale dated 5/10/2011, duly registered in the Office of Sub-Registrar,

Ilhas, under No. PNJ-BK1-02672-2011, CD Number PNJD11 dated 5/10/2011, the aforesaid original Owners/Vendors sold the remaining Said Property surveyed under Survey No. 89/0 admeasuring 15050 sq. mts. Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga, resident of Vaishnavi Neelayam, Nagali Hills, Dona Paula, Goa.

AND WHEREAS, thus the Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga therefore became the exclusive and absolute Owners/Vendors of the Said Property surveyed under Survey No. 87/2 and 89/0 of village Ella, Tiswadi Taluka, Goa.

AND WHEREAS the Shri. Allaparthi Durga Prasad and his wife Smt. Allaparthi Nagamanga thereafter subdivided the part of the Said Property surveyed under survey No. 86/2 admeasuring an area of 5625 sq. mts. Situated at Village Ella, Tiswadi Taluka into five plots namely Plot "A", "B", "C", "D" and "E".

AND WHEREAS the Smt. Prerana Arun Shetti and Shri. Arun Ganapati Shetti being interested to purchase one of the Plot having Plot No. E admeasuring 700 sq. mts. forming part of the Said Property more particularly described in the Schedule -I herein below purchased the Said Plot from Mr. Allaparthi Durga Prasad and his wife Mrs. Allaparthi Nagamanga by a Deed of Sale dated 27/August/2014 which is duly registered under No. PNJ-BK1-01894-2014 CD Number PNJD-32 dated 28-08-2014 of Book I and therefore the Smt. Prerana Arun Shetti and

Shri. Arun Ganapati Shetti became the Owners/Vendors of the Said Plot which is distinctly surveyed under **Survey No. 87 Sub Division No. 2-B of Village Ella**, within the limits of the Village Panchayat Old Goa, Sub District of Ilhas, North Goa District, State of Goa and the same is more particularly delineated in red colour in the plan annexed which is more particularly described in the Schedule-I hereunder written and same shall hereinafter be referred to as the **“SAID PLOT”**.

AND WHEREAS the Said Plot is forming a part and parcel of a bigger Property Survey No. 87/2 of Village Ella, admeasuring 5625 sq. mts., which property known as “PALMAR MOTE” as a whole is described in the Land Registration Office of Ilhas Under No. 15160 and property “PALMAR NAICALEM” described under No. 15161 at Folios 34 and 34 V of Book B-49 and commonly known as “Monte Dongor” situated within the limits of the Village Panchayat of Ella, Old Goa, Sub District of Ilhas, North Goa District, State of Goa.

AND WHEREAS the name of Smt. Prerana Arun Shetti and Shri. Arun Ganapati Shetti stands recorded in the Occupants column of Form I & XIV of the Said Property and that the Owners/Vendors have applied to change in record of Occupants column in their name.

AND WHEREAS the Office of the Collector of North Goa, Panaji granted Sanad vide Order No. RB/CNV/TIS/AC-11/31/2019 dated 10/3/2021, thereby granting permission to use the Said Plot having **Survey No.**

87 Sub Division No. 2-B of Village Ella admeasuring 700 sq. mts for residential use.

AND WHEREAS the Owners/Vendors herein purchased the Said Plot having Plot No. E admeasuring 700 sq. mts. more particularly described in the Schedule - II hereunder written from Smt. Prerana Arun Shetti and Shri. Arun Ganapati Shetti by a Deed of Sale dated 25/6/2021, which is duly registered under No. PNJ-1-1437-2021 Book 1 Document dated 1-July-2021 and therefore the Owners/Vendors herein have become the exclusive lawful owners in possession of the Said Plot.

AND WHEREAS the Owners/Vendors being interested in developing the Said Plot have entered into a Memorandum for Development for Agreement cum Sale dated 9/7/2021, with regards to the **Plot "E"** admeasuring **700 sq. mts.** which is distinctly surveyed under **Survey No. 87 Sub Division No. 2-B of Village Ella**, within the limits of the Village Panchayat Old Goa, Sub District of Ilhas, North Goa District, State of Goa, with Developer herein Shri. Makbul Ahmed S. Kalsur, son of late Shamshuddin Kalsur, which is duly registered before the Public Notary Shri. Damodar Dhond, having his office at Panaji, Goa under registration No. 261/2021 dated 12/7/2021, have allowed the Developer to construct and develop multi-storied building Complex therein in the Said Plot.

AND WHEREAS thereafter, Owners/Vendors have also executed an Irrevocable Power of Attorney dated 9/7/2021, with regards to the Said Plot, which is duly registered

before the Sub-Registrar of Ilhas/Tiswadi Goa under No. PNJ-POA-Register-63-2021 dated 12-July-2021.

AND WHEREAS by virtue of the said Memorandum for Development for Agreement cum Sale dated 9/7/2021 and on the basis of the Irrevocable Power of Attorney dated 9/7/2021, executed in favour of the Developer, the Developer has accrued the right to sell the flats/Shops in the Said Building/s to be constructed by the Developer in the Said Plot and to enter into agreement/s with the intending Purchaser/s of the flats and Shops thereon and to receive the sale price in respect thereof.

AND WHEREAS in terms of the Memorandum for Development for Agreement cum Sale dated 9/7/2021, the Developer obtained the following documents for developing the Said Project as per the approved plans and the same are as under :

- a. Technical Clearance Order dated 2/1/2022 issued by the Office of the Town and Country Planning Department, Tiswadi Taluka, Panaji, Goa vide Reference bearing No. TIS/10094/ELLA/TCP/2022/106.
- b. Approval from Directorate of Health Services, Primary Health Centre, Corlim, Tiswadi, Goa under Reference No. PHCS/CORLIM/NOC/2021-22/2298 dated 27/1/2021 issued by the Health Officer, Primary Health Centre, Corlim, Tiswadi, Goa.

- c. Approved Plan of the proposed Building Complex to be constructed in Survey No. 87 Sub Division No. 2-B of Village Ella having stamps and seals of all the concerned Authorities.
- d. Construction License bearing No. VP/SOG/TIS/2021-2022/1171 dated 15/2/2022 granted by the Village Panchayat of Se-Old Goa, Old Goa, Tiswadi.

AND WHEREAS the Owners/Vendors and Developer have also obtained permission from the Real Estate Regulation and Development Authority (RERA) under Certificate No. _____ dated _____.

AND WHEREAS the Owners/Vendors and the Developer after obtaining all the permissions from the concerned authorities have commenced the construction work of the Said Residential Complex to be constructed in the Said Plot.

AND WHEREAS the Owners/Vendors and the Developer as per the permissions from the concerned authorities have commenced the construction work Said Residential Building in the Said Plot and the same Said Building Project shall be known as **'HERITAGE VIEW PARADISE'**.

AND WHEREAS the Purchaser has taken the inspection of all the title documents of the Owners and also

the other documents executed between the Owners and the Developers and also on verifying the approved plans, specification and other relevant documents of the Said Property on which the said Building Project is being erected and after becoming fully conversant and satisfying themselves have come to the conclusion that the Owners/Vendors and the Developer have a clear and marketable title to the Said Property and that the Developer has right to construct the Said Flat desired by the Purchaser.

AND WHEREAS the Purchaser being interested in acquiring premises in the said project, has approached the Owners/Vendors and the Developer and is interested in financing the construction of a one single bedroom Super Built Up area of ____ sq. mts. and having a corresponding carpet area of ____ sq. mts. (including the incidence of the staircase, passages, common areas and elevator) as per RERA Approvals to be constructed on the First floor of the Building along with one Parking together with the proportionate share, right and title in the undivided land in the Said Property for a total consideration of ₹ _____/- (Rupees _____ only). The Said Flat No. _____ along with one Stilt Parking are more particularly described in Schedule-II hereunder written and is delineated in red color in the plan annexed hereto and the same shall hereinafter be referred to as the **‘SAID FLAT’**.

AND WHEREAS the Developer has agreed to construct the Said Flat of the Purchaser as per specifications mentioned in Schedule-III hereunder written.

AND WHEREAS the Developer has agreed to construct for the Purchaser and the Owners/Vendors have agreed to sell and transfer the proportionate share, right and title in the undivided land in the Said Plot which is more specifically shown in plan annexed herewith shaded in green colour and more particularly described in the Schedule-I hereunder written in favour of the Purchaser on the terms and conditions hereinafter appearing.

**NOW THEREFORE THIS AGREEMENT FOR
SALE WITNESSETH AS UNDER:**

1. The Developer shall construct a Residential Building Complex on the Said Plot in accordance with the plans, sanctions, designs, specifications as mentioned in Schedule-III hereunder and as approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them, provided that the Developer shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the flats of the Purchaser.

2. The Purchaser hereby expressly consent to all such variations. The Purchaser will not be entitled to or demand any compensation or reduction in the price of the Said Flat by reason of such variation provided however, that the saleable area of the Said Flat agreed to be purchased by the Purchaser shall not be reason for such variation.

3. The Purchaser accordingly do hereby agrees, acquires and accepts the formal sale/ transfer of the Said Flat bearing no. “_____” to be constructed on the ____ Floor of the Said Building Complex along with the Stilt Parking of **“HERITAGE VIEW PARADISE”** together with the proportionate share, right and title in the undivided land in the Said Plot on which the Said proposed Building Complex will be constructed. The Purchaser also agrees that if there is increase in built up area in the Said Plot than the increase shall inure to the exclusive benefit of the Owners/Vendors without any rebate to the Purchaser.

4. The Purchaser has agreed to finance and purchase from the Owners/Vendors and the Developer and Owners/Vendors along with Developer have agreed to construct for the Purchaser the **Said Flat bearing No.** _____ having a total Super built up area of ___ sq. mts. to be constructed on the _____ Floor of the Building Complex known as **“HERITAGE VIEW PARADISE”** along with one Stilt Parking and the Owners have agreed to transfer in favor of the Purchaser, together with the proportionate share, right and title in the undivided

Share in the Said Plot which is more particularly described in the Schedule-I hereunder written for a total consideration of ₹ _____/- (**Rupees _____ only**) which is also its market value and being the proportionate price of the common areas and facilities appurtenant to the Said Flat, the nature, the extent and description of the common/limited common areas and facilities and the same are more particularly described in Schedule-II hereunder written and delineated in red colour in the Plan-II annexed hereto.

5. The Developer shall construct the Said Flat along with the Stilt Parking in a thorough workman like manner in accordance with the specification more particularly described in Schedule-III hereunder written.
6. The Purchaser shall pay the total amount of ₹ _____/- (Rupees _____ only) to the Developer and the total amount for financing the construction of the Said Flat along with Stilt Parking in the Said Property in the following manner :-

MODE OF PAYMENTS

i) On Booking	-----	10 %
ii) On completion of Plinth	-----	15 %
ii) Casting of 1 st Slab	-----	15 %
iii) Casting of 2 nd Slab	-----	15 %
iv) Casting of 3 rd Slab	-----	15 %
v) Casting of 4 th Slab	-----	15 %
vi) On Completion of RCC, Masonry, Plastering, Painting & Flooring;	-----	10 %
(ix) On the date of Possession	-----	5%

7. The Purchaser shall make the balance payment as per the condition laid down in clause no. 6 of this Agreement for Sale, however in case of default in payment of any amount as and when becomes due and payable (time being essence of this Agreement) and or in observing and or in performing any terms and condition of this Agreement for Sale, in such event Owners/Vendors and the Developer shall be at liberty to terminate this agreement for sale and the earnest amount paid by the Purchaser shall be refunded by Owners and the Developer without any interest otherwise.

8. In the event of default in payment on due date of any amount due and payable by the Purchaser to the Owners/Vendors and the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Purchaser shall be entitled at his own option to terminate his agreement, provided that the power of termination hereinbefore contained shall not be exercised by the Owners/Vendors and the Developer, unless and until the Owners/Vendors and the Developers shall have given to the Purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or

breaches within a reasonable time after the giving of such notice.

9. Provided further that upon termination of this Agreement as aforesaid, the Owners/Vendors and the Developer shall refund to the Purchaser the installments of sale price of the Said Flat, which may till then have been paid by the Purchaser to the Owners/Vendors and the Developer but the Owners/Vendors and the Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Owners/Vendors and the Developer, the Owners/Vendors and the Developer, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Owners/Vendors and the Developer may in their absolute discretion think fit and Purchaser shall not be entitle to claim any right on Said Flat.
10. The Developer shall complete the construction of the Said Flat along with the Stilt Parking and handover the possession of Said Flat along with the Stilt Parking to Purchaser within period of 24 months from the date of execution of this Agreement for Sale.
11. The Developer shall complete the said construction of the Said Building and shall hand over the possession of the Said Flat along with the Stilt Parking to the Purchaser on or before _____.

12. The Developer shall be entitled to the reasonable extension of time for delivering the possession of the Said Flat to the Purchaser, if the completion of the Said Flat is delayed by reason of non-availability of steel, cement or any other building material or electric power or water supply or any reason of war, civil commotion or any act of God or on account of the Government or other authority, not granting water connection or completion certificates or occupation certificate or for any reason whatsoever or on account of any circumstances beyond the control of the Developer or any other unavoidable, unforeseen or an inevitable circumstances. However, the extension in time limit will not extend more than 180 days.
13. The Purchaser shall take possession of the Said Flat along with Stilt Parking within 30 days after the Developer give written notice to the Purchaser intimating that the Said Flat along with Stilt Parking is ready for use and occupation.
14. Provided that, if within a period of one year from the date of handing over the Said Flat along with Stilt Parking to the Purchaser, the Purchaser bring to the notice of the Developers any defect in the Said Flat or the building in which the Said Flat is constructed or the material used therein or any unauthorized change in the construction of the Said Building, wherever possible such defects or unauthorized changes shall be rectified by the Developers at their own cost and in case, it is not possible to rectify such defects or unauthorized

changes, then the Purchaser shall be entitled to receive from the Developer reasonable compensation for such defect or change.

15. The Owners/Vendors and the Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Flat along with the Stilt Parking to the Purchaser and shall obtain from the concerned local authority completion certificates in respect of the Said Flat.
16. The possession of the Said Flat along with the Stilt Parking shall be delivered by the Developer after completion of the Said Building along with possession certificate provided that the entire amount due and payable by the Purchaser are paid to the Owners and the Developer.
17. Commencing a week after notice in writing is given by the Owners and the Developer to the Purchaser that the Said Flat along with the Stilt Parking is ready for use and occupation, the Purchaser be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Said Flat) of all outgoing in respect of the Said Property and Said Building Complex namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries

of clerks, electricity bills, Security Guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Property and the Said Building Complex.

18. It is agreed by the Purchaser/s along with other respective Premises holders shall immediately take steps to form a Maintenance Co-operative Society, upon execution of Deed of Sale in their favour by the Owners and the Developer and until than the Purchaser hereby agrees to pay proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Flat Purchaser' share is so determined, the Flat Purchaser shall pay to the Developer provisional monthly contributions of ₹ 40 /- (Rupees forty only) per sq. mts. which shall be paid to the Owners and the Developer in advance at the time of handing over of the possession of the Said Flat which shall be utilized by the Developers for towards the outgoing bills/maintenance. The amounts so paid by the Purchaser to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment is executed in favour of the Purchaser or the society or a limited company as aforesaid. The Purchaser undertakes to pay such provisional contribution and such proportionate share of outgoing for a period of one year in advance to the Developer at the time of handing over the possession of the Said Flat and thereafter regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever until such

Maintenance Society or a Limited Company is formed for the Said Building Complex.

19. It is agreed between the parties that the Purchaser along with other Purchaser of other respective flats in the Said Building Complex shall join in forming and registering the society and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Owners/Vendors and the Developer within three days of the same being forwarded by the Owners/Vendors and the Developer to the Purchaser, so as to enable Developer to register the occupation of the Purchaser.
20. The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies.
21. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the Occupation

and use of the Flats in the Said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

22. The fixture, fittings and amenities to be provided by the Developers in the Said Development and construction of the Said Buildings and the respective Flats are specifically described in Schedule III.

23. The Purchaser with intention to bring all person/s into whosoever hands the Said Flat may come, do hereby covenant with the Developer as follows:

a) To maintain the Said Flat at their own cost in good tenantable repair and condition from the date the possession of the Said Flat is taken and shall not do or suffered to be done anything in or to the building in which the Said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flats is situated and the Flats itself or any part thereof.

b) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser interest or benefit factor of this Agreement or part with the possession of the Said Flat, until all the dues payable by the Purchaser to the Owners/Vendors and the Developer under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of

any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Owners/Vendors and the Developer.

- c) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Said Flat along with the Stilt Parking or of the Said Property and Said Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Said Flat along with Stilt Parking hereby agreed to be sold to him and all Stilt spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Owners/Vendors.

- d) Not to store in the Said Flat and the Stilt Parking any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Flat along with the Stilt Parking is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Said Flat is situated, including entrances of the building in which the Said Flat is situated and in case any damage is caused to the building in which the Said Flat is situated or the flats on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- e) To carry at his own cost all internal repairs to the Said Flat and maintain the flats in the same condition, state and order in which it was delivered by the promoter to the Purchaser and shall not do or suffering to be done anything in or to the building in which the Said Flat is situated or the Said Flat which may be given by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.
- f) Not to demolish or cause to be demolished the Said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Flat is situated and shall keep the portion, sewers, drains, pipes in the Said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flats is situated and shall not chisel or in any other manner damage to columns, beams, wall, slabs or RCC, Pardis or other structural members in the Said Flat without the prior written permission of the Owners/Vendors and the Developer and/or the Society or the Limited Company.

- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Said Flat along with Stilt Parking is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the said land and the building in which the Said Flat is situated.
24. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Flat by the Purchaser viz. user for any purposes other than for residential purpose.
25. The Purchaser shall use the Said Flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchaser shall use the Stilt Parking Space only for purpose of keeping or parking the Purchaser' own vehicle and for no other use or purpose.
26. Any delay tolerated or indulgence shown by the Owners/Vendors and the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Owners and the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the

terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Owners/Vendors and the Developer.

27. It is agreed between the parties that the Owners/Vendors and the Developer shall execute a Deed of Conveyance of the Said Flat along with Stilt Parking together with the proportionate share, right and title in the undivided land which is more specifically shown in plan annexed herewith shaded in green colour and more particularly described in the Schedule-II hereunder written on which the Said building will be constructed within 12 months of handing over the possession of the Said Flat for transferring their right and share in the Said Flat along with Stilt Parking, provided all the dues are cleared by the Purchaser.
28. It is also agreed that the Purchaser shall maintain the front side and rear side elevations of the Said Building/s in the same form as the Developer constructs it and shall not at any time alter the said elevations in any manner whatsoever.
29. At the time of registration, the Purchaser shall pay to the Owners/Vendors and the Developer, the share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or limited Company.

30. The Purchaser agree to pay the GST tax pertaining to the Said Flat, or any development/betterment charges or deposits or electricity charges, water connection charges, meter charges if demanded by or to be paid to the competent authority or Panchayat or any other competent authorities, such charges has been included in the above consideration of the Said Flat and the Purchaser agree shall be paid by all flat occupants of the Said Building in such a proportion as may be determined by the Owners/Vendors and the Developer within seven days of demand, such proportionate share of the Purchaser of such deposits.
31. Any levy or tax of any nature including, if levied by any Government Authority on the project **“HERITAGE VIEW PARADISE”** or on the individual flat in the Said Building Complex including the of Said Flat, shall be borne by the Purchaser in such manner and proportion as may be decided by the Owners/Vendors and the Developer.
32. That in the event or on account of change in plans or for any other reasons, the built-up area of the Said Flat is increased, the Purchaser shall be liable to pay to the Owners/Vendors and the Developer for extra area, at such rate as may be calculated by the Developer. Similarly, if the built-up area of the Said Flat is decreased, the Owners/Vendors and the Developer shall be liable to refund to the Purchaser the amount corresponding to differential area at such rates as may be earlier purchased by the Purchaser.

33. The Purchaser and/or the Owners/Vendors and the Developer shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers will attend such office and admit execution thereof.
34. That all notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Purchaser, by Registered Post A/D. at the address specified herein above.
35. AND THAT, the names and addresses of the parties of this Agreement for Sale and Development are their postal addresses and therefore the same addresses shall be their addresses for the purpose of issue of any Notice under this Agreement for Sale.
36. It is agreed by and between the parties that Purchaser shall have right to inspect the construction work as and when required by the Purchaser without any written or oral permission from the Developer.
37. The Owners/Vendors and the Developer shall also furnish all the clarifications and answer all the queries that may be required and raised by the legal departments.
38. The Schedules and Plans annexed to this Agreement shall form part and parcel thereof and be construed accordingly.

39. The Owners/Vendors and the Developers agree that upon completion of the Said Flat and subject to the terms and conditions herein, they shall put the Purchaser in possession of the Said Flat and the Purchaser shall have full right to enjoy and use of the Said Flat along with the Said Stilt Parking including the said amenities.
40. It is agreed by the Owners/Vendors and the Developer that the Purchaser shall have access to the common amenities provided by them in the Said Building Complex.
41. It is further agreed by and between the parties that all the legal expenses towards the Agreement for Sale, Deed of Sale, Stamp Papers, Registration Fees, Advocate Fees and other incidental expenses shall be exclusively borne by the Purchaser.
42. The Owners/Vendors and the Developer hereby declare that he has not created any hypothecation or any kind of lien on the Said Flat along with Stilt Parking constructed in the Said Property.
43. The Owners/Vendors and the Developer covenant to indemnify Purchaser against the losses, damages or claims that may arise on account of defect in title or claims of the third party.
44. That all the parties to this Agreement are entitled for the specific performance on the terms and conditions of the said agreement.

45. Time is the essence of this Agreement for Sale and Development.
46. It is further agreed between the parties that only the Courts in the State of Goa, shall have jurisdiction to entertain and try the matters related to the Said Flat along with the Stilt Parking and this Agreement.
47. The Owners/Vendors and the Developer declare that the possession of the Said Flat along with the Stilt Parking has not been handed over to the Purchaser and the same shall be handed over upon completion of the Said Flat and subject to the terms and conditions herein.
48. The consideration of the Said Flat along with Stilt Parking together with the proportionate share, right and title in the undivided land which is more specifically shown in Plan-I annexed herewith shaded in green colour and more particularly described in the Schedule-II hereunder written on which is to be constructed is valued at ₹ _____/- (Rupees _____ only) which is also its market value and accordingly Stamp Duty of ₹ _____/- (Rupees _____ only) at the time of execution of this Agreement and the same shall be adjusted at the time of execution of the Deed of Sale.

SCHEDULE-I ABOVE REFERRED TO
(Description of 'SAID PLOT')

ALL THAT immovable Property identified as **Plot "E"** admeasuring **700 sq. mts.** which is forming a part of

bigger property known as “**PALMAR MOTE**” also known as “**PALMAR NAICALEM**” and the property “**PALMAR MOTE**” is described in in the Land Registration Office of Ilhas Under No. 15160 and property “**PALMAR NAICALEM**” is described under No. 15161 at Folios 34 & 34 v of Book B-49, commonly known as “**MONTE DONGOR**” and that the Said Plot is distinctly surveyed under **Survey No. 87 Sub Division No. 2-B of Village Ella**, within the limits of the Village Panchayat Old Goa, Sub District of Ilhas, North Goa District, State of Goa, and the same is delineated in red colour in the Plan annexed hereto and is bounded as under:

Towards the East: By part of Property survey under

Survey No. 87/2 (Plot No. B);

Towards the West: By a Public Road ;

Towards the North : By 6 metres Road ;

Towards the South : By Part of property surveyed under
Survey No. 87/2 (Plot No. D) ;

SCHEDULE-III ABOVE REFERRED TO
(Description of the ‘SAID FLAT’)

ALL THAT ____ bedroom Flat Premises bearing No. ____ having a total Super Built Up area of ____ sq. mts. and having a corresponding carpet area of ____ sq. mts. (including the incidence of the staircase, passages, common areas and elevator) as per RERA Approvals to be constructed on the ____

Floor of the Building Complex known as **“HERITAGE VIEW PARADISE”** along with one Stilt Car Parking, together with the proportionate share, right and title in the undivided land in the Said Property which is more particularly described in the Schedule-I hereunder written and the Said Flat is delineated and marked in red color on the Plan-II annexed hereto.

SCHEDULE-III
SPECIFICATIONS OF STRUCTURE.

1. **STRUCTURE:** It is a R.C.C. Framed structure of columns, beams and slabs. The internal partition walls will be of 6" brick masonry and the external walls will be 9" brick/laterite/concrete block masonry.

2. **WALL FINISH:**

INTERNAL DECOR: The internal walls will be cement plaster with single coat putty and 1 coat of white primer. Walls will be painted with 2 coats of Emulsion paint and ceiling with white wash.

EXTERNAL DECOR: External plaster will be double coat sand faced cement plaster and external walls will be painted with Weather Shield Paint or an Exterior Acrylic Emulsion.

3. **FLOORING:** The flooring will be Vitrified tiles or equivalent. The average landing cost of tiles will be ₹ 40/- per sq. feet. Toilet flooring and walls will be Vitrified/Ceramic tiles or equivalent and glazed dado up to ceiling. The average landing cost of tiles will be ₹ 35/- per sq. feet.

4. **DOORS/WINDOWS:** The main door will be of teak wood frame and flush door shutter with Vinier finish on the outer and teak wood finish on the inner side and internal bedroom frames of jungle wood provided with flush doors and oil painted on both sides with Asian/Berger brands. Toilet/bathroom will be PVC door shutters or flush doors. All windows will be of powder coated aluminium sliding with aluminum fittings and 4 mm plain glass with granite sills.
5. **KITCHEN:** The kitchen will have a cooking platform with a polished black granite top and with tile lining above the platform. Stainless steel sink with single bowl will be provided. Platform bottom, vertical stands and Shelves will be fitted with Kadappa Stone.
6. **PLUMBING AND SANITARY FITTINGS:** Soil, waste and water pipes will be partially concealed, white glazed European W.C. units will be provided with flushing system. The sanitary installation will be in accordance with Municipal specification. One shower and one wash basin will be provided in each toilet.
7. **ELECTRICAL INSTALLATION:** The electrical wiring will be concealed. All switches will be of Anchor Brand or equivalent quality with three phase electricity connection.
8. **WATER TANK:** An overhead tank of 2000 liters stock capacity 2 in nos. will be provided and underground sump with a common electric pump and an overhead tank will be provided.
9. **MISCELLANEOUS:** Brand, texture, shade etc. of any items of work are subject to change at all the sole discretion

of the Developer, who shall not be required to explain the reason for any such change on account of non-availability, better planning or any other reason whatsoever.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month, year and the place first hereinabove written.

SIGNED AND DELIVERED BY
THE WITHINNAMED OWNERS
/VENDORS NO. 1 SHRI. SUSHIL
KUMAR TAINWALA AND NO. 2
SMT. ANITA TAINWALA THROUGH
THEIR DULY CONSTITUTED
ATTORNEY.

MAKBUL AHMED S. KALSUR

PHOTOGRAPH.

L.H.F.P. OF MAKBUL AHMED S. KALSUR.

R.H.F.P. OF MAKBUL AHMED S. KALSUR.

SIGNED AND DELIVERED BY
THE WITHINNAMED DEVELOPER

MAKBUL AHMED S. KALSUR PHOTOGRAPH.

L.H.F.P. OF MAKBUL AHMED S. KALSUR.

R.H.F.P. OF MAKBUL AHMED S. KALSUR.

SIGNED AND DELIVERED
BY THE WITHINNAMED
PURCHASER.

PHOTOGRAPH.

L.H.F.P. OF

R.H.F.P. OF

IN THE PRESENCE OF :

1. _____

2. _____

PLAN - I



GOVERNMENT OF GOA
Directorate of Settlement and Land Records
PANAJI - GOA

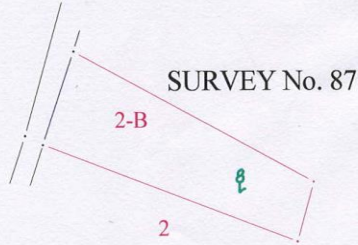


Inward No: 1864

Plan Showing plots situated at
Village : ELLA
Taluka : TISWADI
Survey No./Subdivision No. : 87/ 2-B
Scale : 1 : 1000

SJ Gaonkar
15/03/21

SMITA J. GAONKAR
Inspector Of Survey & Land Records
Panaji-Goa



MSPr
Generated By : Manisha P. Saperker (F.S.)
On : 12-03-2021

Dastimeskar
12/03/2021
Compared By: Dilip M. Tamoskar (D'Man Gr.I)

PLAN- II