

AGREEMENT

THIS AGREEMENT entered on this 3rd day of March in the year two thousand seventeen (03/03/2017) at Ponda, Goa BETWEEN **(1) SAAD INFRASTRUCTURE INDIA PVT. LTD., (CINU45200GA2014PTCOO7421),** a registered company, registered in state of Goa having office at Ponda, Goa represented through its Director **MRS. RAJASI RAMKRISHNA DHAVALIKAR,** daughter of Ramkrishna Madhav Dhavalikar, major, married, aged about 24 years, PAN.:ATBPD5324L, Mobile.:9881000046, Aadhar Card No.:287587232693, Email ID.:rajasi.work@gmail.com., residing at H.No.184, Near Shri. Mahalaxmi Temple, Bandora, Ponda Goa, and hereinafter referred to as THE VENDOR (which expression shall, unless repugnant to the context or meaning thereof, include her heirs, executors, administrators and assigns) OF THE ONE PART.

AND

(2) SHRI. CHETAN PRAKASH PALEKAR, son of Prakash Palekar, major, unmarried, aged about 30 years, PAN.:AXEPP5853H, Mobile.:9850479510, Aadhar Card No.:860518316980, Email ID.:palekar.chetan@gmail.com., residing at Flat No.5, Febama Appt, Behind Hotel Uma, Dhavali, Ponda Goa, 403401, hereinafter referred to as THE PURCHASER (which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, administrators and assigns) OF THE OTHER PART.

WHEREAS there exists a landed property known as "DONXIVORIL BORODO", also known as "DONXIVORIL BORODO POIQUIM GALVOTTA" or "DONXIVORIL BOROD" or "GHANERIVORIL BHARAD" or

"DONXIVADEVORIL" or "GALVOTTA" or "DHONSI BHAT", admeasuring 44,400.00sq.mts., situated at Bandora, Taluka and Registration Sub-District of Ponda, District of South Goa, in the State of Goa, being described in the Land Registration Office of Ilhas, at Panaji, under Description no. 20812, at folio no. 169 of Book No. B-55 (New Series) and inscribed in the Taluka Revenue Office of Ponda, at Ponda, under Matriz No. 432 and surveyed during recent land survey, conducted for the purpose of Records of Rights for the Revenue Village of Bandora, under New Survey No. 215/0, the Said Property - "DONXIVORIL BORODO" more particularly described in the SCHEDULE - I hereunder written and hereinafter, referred to as THE SAID PROPERTY.

AND WHEREAS the Said Property was originally belonging to the Comunidade of Bandora, which granted the same on "Aforamento" (Emphyteusis) to Shri Purushottam Nagoji Naik Palang, resident of Bandora, Ponda, on payment of a yearly ground rent of Rs. 5.50.

AND WHEREAS by virtue of the said grant, the said Purushottam Nagoji Naik Palang acquired the rights to the Said Property, as its Emphyteuta, and the exclusive possession thereof;

AND WHEREAS in the Orphanological Inventory proceedings instituted in the Comarca Court at Panaji, after the demise of the said Purushottam Nagoji Naik Palang, inter alia, the Said Property was allotted to the share of his widow, Smt. Radhabai Purushottam Naik Palang, towards her moiety-share in the assets of her deceased husband;

AND WHEREAS pursuant to the said allotment, inter alia, the Said Property was inscribed in the name of the said Smt. Radhabai Purushottam Naik Palang in the Land Registration Office of Ilhas, at Panaji, under Inscription No. 23052, at folio no. 72 (reverse) of Book No. G-36, on 14/01/1954, which allotment was confirmed in terms of the Final Order dated 28/09/1922 passed in the said proceedings, and as such the said Smt. Radhabai Palang became absolutely entitled to the Said Property, as Emphyteuta thereof;

AND WHEREAS said Smt. Radhabai Palang, by Will dated 30/03/1953, drawn by the then Notary of Ilhas, at Panaji, Shri Santa Rita Colaco, at pages 23 (reverse) onwards of Book of Wills No. 23 of the Notarial Records of Ilhas; bequeathed the Said Property to her son, Shri Dottu Purushottam Naik Palang;

AND WHEREAS pursuant to the said bequeath the Said Property was inscribed in the name of the said Shri Dottu Purushottam Naik Palang in the Land Registration Office of Ilhas, at Panaji, under Inscription No. 25735, at Folio No. 6 of Book No. G-40, on 22/03/1965, after the demise of the said Smt. Radhabai Palang;

AND WHEREAS said Dottu Purushottam Naik Palang effected the payment of a sum of Rs. 115.50 to the Comunidade of Bandora, towards the remission of ground rent for 21 years in respect of the Said Property, the entry in respect of which payment was recorded under Item No. 34, at pages 27 (reverse) to 28 (reverse) of the Cash Book No. 26 of the said Comunidade, on 7/5/1965; and consequently acquired the ownership rights in said property.

AND WHEREAS said Shri Dottu Purushottam Naik Palang, who was married to Smt. Hirabai Palang, under the Regime of Communion of Assets, without any ante-nuptial contract, executed a Will dated 12/11/1965, recorded by Shri Xaba Dattaram Sinai Capdi, Assistant to the then Notary of Ilhas, at Panaji, Shri Antonio Orlando Lobo, at folios 25 (reverse) onwards of Book of Wills No. 44 of the Notarial Records of Ilhas; thereby instituting his nephews, Shri Ramanand Nagoji Naik Palang and Shri Mahadeo Nagoji Naik Palang, as his sole and universal heirs;

AND WHEREAS in terms of the said Will, dated 12/11/1965 the said Shri Dottu Purushottam Naik Palang bequeathed, inter alia, the Said Property in favour of his above named nephews viz Shri Ramanand Nagoji Naik Palang and Shri Mahadev Nagoji Naik Palang, in equal shares;

AND WHEREAS after the demise of the said Dottu Purushottam Naik Palang on 12/02/1971, his widow Smt. Hirabai Dottu Naik Palang executed a Deed of Gift, dated 30/11/1984, duly registered in the Sub-Registrar's Office of Ponda, under Registration No. 455, at folios 163 to 167 of Book No. I, Volume 105, on 05/12/1986; thereby gifting her undivided half share, inter alia, in the Said Property in favour of her abovenamed nephews viz Shri Ramanand Nagoji Naik Palang and Shri Mahadev Nagoji Naik Palang, without reservation of any usufruct in respect of the same;

AND WHEREAS by virtue of the bequeath made in the said Will dated 12/11/1965 executed by the said Shri Dottu and the said gift made by his widow, the said Smt. Hirabai, vide the Deed of Gift dated 30/11/1984, the said

Shri Ramanand Nagoji Naik Palang and Shri Mahadev Nagoji Naik Palang, with their respective wives viz., Sou. Ramabai Ramanand Naik Palang and Sou. Parvati Mahadeo Naik Palang, became the exclusive and absolute owners of the Said Property;

AND WHEREAS in terms of a Deed of Testamentary Succession, dated 4/11/2009 recorded at pages 82 to 83 (reverse) of Notarial Book of Deeds No. 402 by then Ex-Officio Notary of Ponda, Shri Arjun S. Shetye; it has been declared that Shri Ramanand Nagoji Naik Palang and Shri Mahadeo Nagoji Naik Palang are the sole and exclusive testamentary heirs of their deceased uncle, late Dottu Purushottam Naik Palang;

AND WHEREAS upon the demise of the said Smt. Radhabai Purushottam Naik Palang, Inventory Proceedings No. 1/1992/A were filed by one Shri Purushottam Nagoji Naik Palang in the Court of Civil Judge Senior Division, at Panaji, for partitioning the Said Property;

AND WHEREAS in terms of the Order, dated 21/10/2008, passed in the said proceedings the Said Property was allotted to the said Shri Ramanand Nagoji Naik Palang and Shri Mahadeo Nagoji Naik Palang, in view of the aforesaid Will of late Dottu Naik Palang and the Gift by Smt. Hirabai Naik Palang and the said proceedings were closed in terms of the Final Order dated 28/1/2009;

AND WHEREAS by virtue of the said Deed of Testamentary Succession dated 4/11/2009 and the Orders dated 21/10/2008 and 28/1/2009 passed in the said Inventory Proceedings No. 1/1992/A, the ownership of Shri Ramanand Nagoji Naik Palang and Shri Mahadev

Nagoji Naik Palang and their respective wives viz., Sou. Ramabai Ramanand Naik Palang and Sou. Parvati Mahadeo Naik Palang, in respect of the Said Property was confirmed and the names of the said Shri Ramanand Naik Palang and Shri Nagoji Naik Palang were then recorded in the Occupant's Column in the respective Records of Rights, as the sole occupants of the Said Property;

AND WHEREAS in terms of a Deed of Sale, dated 29th December, 2011, registered in the Sub-Registrar's Office of Ponda, at Ponda, under Registration No. 393, at pages 34 to 57 of Book No. I, Vol. 1998, on 4/4/2012; the said Shri Ramanand Nagoji Naik Palang and Shri Mahadev Nagoji Naik Palang, and their respective wives viz., Sou. Ramabai Ramanand Naik Palang and Sou. Parvati Mahadeo Naik Palang sold in favour of M/s. Sunrise Cashew Industries, a partnership firm having its office at Nagargao, Valpoi Sattari Goa, and hereinafter referred to as THE SAID FIRM all their Rights to 40760 upon 44400th Undivided Share in the Said Property.

AND WHEREAS by virtue of the said Deed of Sale, dated 29th Dec., 2011, said firm became the absolute and exclusive owners of Rights to 40760 upon 44400th Undivided Share in the Said Property and the said Shri Ramanand Nagoji Naik Palang and Shri Mahadev Nagoji Naik Palang, and their respective wives viz., Sou. Ramabai Ramanand Naik Palang and Sou. Parvati Mahadeo Naik Palang continue to be the Owners of the remaining Rights to 3640 upon 44400th Undivided Share in the Said Property;

AND WHEREAS pursuant to the said purchase of the said Undivided Share in the said Property, requisite Mutation Proceedings were adopted and the name of said firm was recorded in the Occupants' Column in the

respective Records of Rights, as Co-Occupants of the same;

AND WHEREAS in terms of an Agreement, dated 29th Dec., 2011 executed between the said Shri Ramanand Nagoji Naik Palang and Shri Mahadev Nagoji Naik Palang and their respective wives on one side and said firm on the other side it has been agreed that the said firm shall carry out the sub-division of the Said Property in such a way that the developed plots having an aggregate area of 1820.00 sq. mts. can be separated from the Said Property, for being allotted to the said Shri Ramanand Nagoji Naik Palang and his wife, towards their share in the Said Property, and the developed plots, having an aggregate area of 1820.00 sq. mts., can be separated from the Said Property, for being allotted the said Shri Mahadev Nagoji Naik Palang and his wife, towards their share in the Said Property;

AND WHEREAS said firm thereafter sub divided the said property for which the Town & Country Dept. Department at Ponda gave its No Objection for issuing Provisional N. O. C. for the said Sub-Division Scheme vide its Letter No. TPP/Sub-div/Band/215/12/964, dated 05/12/2012; and the Village Panchayat of Bandora gave its Provisional N. O. C. for the said Sub-Division Scheme vide its Letter No. VPB/2013-14/527, dated 20/09/2013;

AND WHEREAS as required under the said Agreement, dated 29th December 2011 executed between the said Shri Ramanand Nagoji Naik Palang and Shri Mahadev Nagoji Naik Palang and their respective wives and the said firm, the latter have reserved Plot No. 29, Plot No. 42, Plot No. 43, Plot No. 44, Plot No. 45, Plot No. 46, Plot No.54, Plot No. 55, Plot No. 57 & Plot No. 58, totally

admeasuring 3695.70sq. mts. of the said Sub-Division Scheme for the Co-Owners viz., said Shri Ramanand Nagoji Naik Palang and his wife and Shri Mahadev Nagoji Naik Palang and his wife, to be allotted to them towards their share in the Said Property and proportionate area after sub division as per said agreement.

AND WHEREAS the Collector of North Goa, Panaji gave the Conversion Sanad in respect of the said Sub-Division scheme vide no.RB/CNV/PON/COLL/09/2012, dated 05/08/2014 and the Town Planner in the Town & Country Dept. Department at Ponda gave its No Objection for issuing Final N.O.C. for the said Sub-Division Scheme vide his Letter No.TPP/Sub-div/Band/215/2015/592, dated 22/05/2015.

AND WHEREAS based upon the said approval by the Town Planner, the village Panchayat of Bandora gave its Final N.O.C. for the said Sub-Division Scheme vide its Letter No.VPB Final-Noc/2015-16/494, dated 01/06/2015.

AND WHEREAS as per the said Final Subdivision there was realignment in the layout of the said Subdivision and the Plots No.71, 72, 73, 74, 75, 76 and 2 as per Provisional NOC and sub division was altered to Plot No.1 and 2 respectively.

AND WHEREAS in terms of partition, dated 25/01/2016 and presented in the office of the sub registrar Ponda under Reg No.636/16, at pages 292 to 318 of Book No I, Vol No.3079 dated 01/02/2016, the vendors on one side and said Shri. Ramanand Palang and Shri. Mahadev Palang alongwith their spouses on the other partitioned the said land as per the arrangement in the said agreement, dated 29th December 2011 the Vendors have

allotted said Plot Nos.29, Plot No.42, Plot No.43, Plot No.44, Plot No.45, Plot No.46, Plot No.54, Plot No.55, Plot No.57 & Plot No.58, in all admeasuring 3695.70sq.mts., of the said Sub-Division Scheme for the Co-Owners viz. Shri. Ramanand Nagoji Naik Palang and his wife and Shri. Mahadev Nagoji Naik Palang and his wife and their successors in interest, to be allotted to them towards their share in the said property.

AND WHEREAS by agreement for sale, dated 20/11/2013 registered, under Reg No.2705/13, pages 216 to 249, Book No.I, Vol No.2449, dated 05/12/2013 said firm had agreed to sell to Mr. Mithil Ramkrishna Dhavlikar, herein all that the plot of land viz. said provisional Plot No.2, 71 to 75, totally admeasuring 2133sq.mts., and finally realigned to **Plot No.2** now admeasuring 2131sq.mts. after final subdivision approval.

AND WHEREAS by deed of sale, dated 21st October 2015 and registered in the office of Sub Registrar Ponda under registered no.2736/15, pages 1 to 66, book no.I, Vol 2997, dated 16/12/2015, said firm, in performance of the said agreement, dated 20/11/2013 sold and conveyed to Mr. Mithil Ramkrishna Dhavlikar, the said **plot no.2**, more particularly described in schedule-II written hereunder and hereinafter referred to as THE SAID PLOT.

AND WHEREAS by deed of sale, dated 4/1/2016 and registered in the office of Sub Registrar Ponda under no.388/16 at pages 235 to 254 of book I volume 3054, on 15/1/2016, said Mr. Mithil Dhavlikar, sold and conveyed to the vendor here the said plot no.2.

AND WHEREAS as such the vendor, owns and is seized and possessed of the said **plot no.2**.

AND WHEREAS vendor has proposed to undertake construction of building comprising of wings A, B, C, D, E, F alongwith club house and swimming pool, and the plan of the same is approved vide licence no.VPB/Const/05/2016-2017/149, dated 10/5/2016.

AND WHEREAS pursuant to an understanding between the parties hereto, the vendor has agreed to sell and the purchaser has agreed to purchase from the vendor one of the residential premises being **flat no.EF-2** in 'E' wing, which premises are more particularly described in schedule-III written hereunder and hereinafter referred to as the SAID PREMISES at/for a total price consideration of **Rs.5600000/- (Rupees fifty six lacs only)** being its fair market value.

AND WHEREAS the parties hereto have record the said understanding in writing which they hereby do.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW :

1. The vendor shall, under normal conditions and subject to the payment to be made by the purchaser to the vendor as enumerated in schedule III, construct and complete the said premises as per the sanctioned building plans on the plot described in schedule-I written hereinabove and as per the specifications seen and approved by the purchaser with such variations in the said plans and specifications as the vendor may consider necessary or as may be required by the municipality or other concerned authorities. The purchaser hereby expressly consents to all such variations. The purchaser shall not be entitled to or demand any compensation or

reduction in the price of the said premises by reason of such variations provided, however, that the total area of the said premises agreed to be purchased by the purchaser shall not be reduced by reason of such variations.

2. The purchaser is satisfied that the title of the vendor is valid and it has a right to sell the said premises and agrees that all the terms and conditions contained in the said title deed, and in the letter/s Licenses sanctioning the building plans shall be binding upon the purchaser shall not raise any objection or requisitions whatsoever in respect of the rights and privileges conferred upon the vendor under the title deed / letters /licences.

3. The purchaser hereby agrees to purchase the said premises shown in the plan hereto annexed in the said building for a total price _____ which shall be paid by the purchaser to the vendor in the manner appearing in schedule III, out of which a sum of Rs.500000/-(Rupees five lacs only), is paid as part payment cum earnest money paid by (i) Cheque No.000009, for Rs.500000/-(Rupees five lacs only), dated 09/01/2017, drawn on HDFC Bank, Ponda branch, (the receipt whereof the vendor acknowledge).

4. The purchaser hereby agreed to pay all amount payable under the terms of this agreement as and when they become due and payable, the time for payment of each such installments being the essence of this contract. It is expressly agreed between the parties that the vendor is not bound to give any notice requiring such payment and non issuance of any shall not be an excuse for non payment or delay payment of any amount or amounts on their respective due dates.

5. In the event of the vendor for any reason being unable to complete the construction of the said premises, described in the schedule II hereto and of the proposed scheme as contemplated herein, the vendor shall repay to the purchaser all the amounts received by it from the purchaser under this agreement.

6. If the purchaser commits defaults in payment of any amount as and when they become due and payable (time being the essence of the contract) and/or in observing and/or performing any of the terms and conditions of the Agreement, the vendor shall be at liberty to terminate this agreement in which event the said earnest money paid by the purchaser to the vendor shall stand forfeited to the vendor.

The vendor shall however, on such termination, refund to the purchaser the balance part payment/s made under this agreement by the purchaser to the vendor but without any further amount by way of interest or otherwise and the payment of such amount by the vendor to the purchaser shall mean and be deemed as cancellation / termination of this agreement and notwithstanding non execution of any document of cancellation of this agreement, the present agreement shall be unenforceable under law and non execution of any written document for cancellation hereof shall not invalidate the termination of the present agreement. On the vendor terminating this agreement under this clause, it shall be at liberty to sell off the said premises to any other person as the vendor deem fit, at such price as the vendor may determine and the purchaser shall not be entitled to question such a sale or to claim any amount from the vendor and/or confirming party.

7. Without prejudice to the vendor's other rights under this agreement and/or in law, the vendor in its absolute discretion may extend the time for payment subject to purchaser paying interest at the rate of 24% (twenty four percent) per annum on all amounts due and payable by the purchaser under this agreement, if such amounts remain unpaid for 15 (fifteen) days or more becoming due.

8. Possession of the said premises shall be delivered to the purchaser after the said premises is ready for occupation, PROVIDED all the amount due and payable by purchaser are paid to the vendor. The issuance of the Occupancy Certificate by the Panchayat shall be the conclusive proof of completion.

9. The purchaser shall take possession of the said premises on payment of the aforesaid amounts within 7 (seven) days on the vendor giving written notice to the purchaser intimating that the said premises are ready for occupation.

10. Subject to the purchaser making the full payment of all the amounts due by him under this agreement and subject to "Force Majeure" possession of the said premises shall be delivered by the vendor to the purchaser within a period of fifteen (15) months from the date of execution of this agreement. The vendor shall not incur any liability if it is unable to deliver possession of the said premises by the date aforesaid, if the completion of the said premises is delayed by reason of non-availability of steel or cement or any other building material or electric power or water supply or by reason by war, Civil Commotion or Act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government, the municipality or other

public or local body or authority or a court of law or Tribunal or on account of the Government not granting completion certificate or the occupation certificate for any reason whatsoever or on account of any circumstances beyond the vendor's control or for any other unavoidable, unforeseen or inevitable circumstances.

11. If for any other reason vendor is unable or fail to give possession of the said premises to the purchaser within the date specified in clause (10) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, the purchaser shall be entitled to give notice to the vendor terminating the Agreement, in which event the vendor shall within 2 (two) months from the date of the receipt of such notice refund to the purchaser any amount that may have been received by the vendor from the purchaser as deposit/or as payments in respect of the said premises. Neither party shall have any claim, against the other in respect of the said premises or arising out of this agreement and the vendor shall be at liberty to sell and dispose off the said premises to any person/s at such price and upon such terms and conditions as it may deem fit.

12. Upon possession of the said premises being delivered to the purchaser after the execution of another document, he shall be entitled to the use and occupation of the said premises. Upon the purchaser taking possession of the said premises, he shall have no claim against the vendor in respect of the nature of work of the said premises which may be alleged not to have been carried out or completed.

13. Commencing a week after the notice is given by the vendor to the purchaser that the said premises are ready

for use and occupation, the purchaser shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoings payable in respect of the said premises.

14. The purchaser hereby expressly agrees that in the event of any amount by way of premium or security deposit becoming payable to the municipality or to the State Government or betterment charge or any development tax or security deposit or other tax such as service tax, infrastructure tax or payment of a similar nature becoming payable, the same shall be paid by the purchaser proportionate to the area of the said premises agreed to be purchased by the purchaser and in determining such amount the decision of the vendor shall be conclusive final and binding upon the purchaser.

15. The purchaser shall not use the said premises in contravention of the conditions as stipulated in the licence issued by office of village Panchayat of Queula as may be amended, revised, altered from time to time.

16. The purchaser shall maintain the front elevation and the side and rear elevation of the said premises in the same form as the vendor constructs them and shall not at any time alter the said elevations in any manner whatsoever without prior consent in writing from the vendor. The purchaser shall not be entitled to put his name or to affix name boards or to paint his name in oil and as such similar acts with respect to the outer sides of the building housing the said premises, without the written consent of the vendor, the painting of names and putting of name boards, name plates etc by the purchaser may be done only in consultation with the vendor.

17. The purchaser has satisfied himself the specification of the said building and the premises and amenities to be provided therein, provided, however, that if the purchaser required any amenities other than those provided, the vendor may provide them on such written request made by the purchaser to the vendor during the construction. The said amenities provided upon such written request shall be considered as extra amenities and shall be charged for over and above the consideration contained at clause (3) and / or schedule III of the Agreement. The purchaser shall be bound to pay in advance to the vendor price for the extra amenities provided as per the market price, which shall be quoted to the purchaser by the vendor.

18. The purchaser from the date of possession maintain the said premises at his cost, in a good and tenable repair and condition and shall not do or suffer to be done anything in or to the said premises or the staircase and common passages which may be against the rules or bye-laws of the municipality or any other authority, nor shall purchaser change, alter or make additions in or to the said premises or any part thereof. The purchaser shall be solely responsible for any breach or these conditions.

19. Provided it does not in anyway effect or prejudice the rights of the purchaser in respect of the said premises, the vendor shall be at liberty to sell assign, transfer or otherwise deal with its rights, title interest in the said plot and/or in the building/s and/or any premises to be constructed thereof.

20. The purchaser shall have no claim whatsoever except in respect of the said premises hereby agreed to be purchased and the proportionate right in the staircase. In

case the occupants of the said building constitutes a cooperative Housing Society and in case the deed of sale of the building is executed in favour of such society then the rights in the said plot shall vest with such society or otherwise the purchaser shall be entitled to a right in the said plot proportionate to the super built up area of the said premises.

21. Nothing contained in this present is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the land, hereditaments and premises or any part thereof or the said building or any part thereof.

22. The purchaser shall not let, sublet, sell, transfer, assign or part with his interest under this Agreement until and unless all payments to be made under this agreement are fully paid up and only if the purchaser has not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until he obtains the previous consent in writing of vendor.

23. The purchaser and the person to whom the said premises are let, sublet, transferred, assigned or given possession of shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the vendor may require for safeguarding the interest of the vendor.

24. The purchaser and/or his successors in title shall observe and perform all by-laws and/or the rules and regulations as may be in force from time to time for the protection and maintenance of the said building and flats and area within the boundary of the plot and the Regulations and Rules of the other local authorities and of the Government and other public bodies. The

purchaser and / or his successors to whom the said premises are let, transferred, sold, assigned or given possession shall observe and perform all the stipulations and conditions as may be in force, from time to time regarding the occupation and use of the premises and shall pay and contribute regularly and particularly towards the taxes and/or expenses of other outgoing in accordance with the terms of this agreement.

25. The purchaser hereby covenants that from the date of possession, he shall keep the said premises, the walls and partitions sewers, drainages, pipes and appurtenances thereto belonging to in good and tenantable repairs and conditions and particular so as to support, shelter and protect the part of the building other than his premises and shall abide by all the byelaws rules and regulations of the local bodies and shall attend, answer and be responsible for all actions and violations of any such conditions or rules bye-laws.

26. The vendor's advocate shall prepare the conveyance and other documents to be executed in pursuance of this Agreement and the purchaser shall bear all the expenditure, costs, charges in connection with the preparations execution and registration of the conveyance and other documents as the case may be.

27. If any levy on taxes is/are charged or levied or sought to be recovered by Panchayat/ the government or any other authority in respect of the said building and/or the said premises the same shall be borne and paid by the purchaser.

28. The deposit that may be demanded by or paid to the Electricity Department and water works Department for the purpose of giving water connection to the said premises and electric meter deposits shall be payable by the purchaser.

29. The purchaser agrees to pay to vendor the deposits at the time of taking possessions or within 7 (seven) days of demand, whichever is earlier. The purchaser shall be also liable to pay all the charges towards temporary connection and the monthly bills thereof till the new permanent meter is installed from the date of taking possession of said premises.

30. All notices to be served on the purchaser as contemplated in this agreement shall be deemed to have been duly served if sent to the purchaser by post under certificate of posting at his address specified below viz.:

SHRI. CHETAN PRAKASH PALEKAR,

Flat No.5, Febama Appt,
Behind Hotel Uma,
Dhawali, Ponda Goa, 403401,

31. The vendor shall have a first lien and paramount charge on the said premises agreed to be purchased by the purchaser in respect of any amount payable by the purchaser hereunder and under the terms and conditions of this Agreement.

32. If at any time prior to or even after the execution of the Deed of Conveyance the floor area ratio at present applicable to the said plot is increased, such increase shall accrue to the benefit of the vendor alone without any rebate to the purchaser, however the right conferred to purchase under this agreement shall not be reduced.

33. Maintenance charges of Rs.162220/- shall be paid by the purchaser towards maintenance at the time of possession. Vendors shall undertake maintenance till 3 years from the date of last occupancy certificate from the maintenance Funds.

If the purchasers of the premises fail to form such co-operative housing society, the vendor shall have the absolute discretion to enforce the execution of sale of said premises as also other premises in favour of the respective purchaser alongwith the proportionate right in the said plot at the cost and expenses of such purchaser/s.

33. The obligation of the vendor shall be deemed to have been fully and finally performed on execution of the sale deed in favour of purchaser or the society or on expiry of period fixed by vendor to seek execution of sale deed / conveyance.

34. It is agreed and understood that the word "PURCHASER" shall mean and include the purchaser of premises plural of purchaser as well as feminine gender of purchaser and shall include her heirs, executors, administrators and assigns.

35. It is agreed and understood that the word "Super built up area" shall mean and include:

(i) With reference to ground floor the plinth area of the premises plus the proportionate right to the staircase, lift and passage.

(ii) With reference to first floor, the total built up area of the premises plus the proportionate right to staircase, lift and passage.

(iii) With reference to second floor onwards the total built up area of the premises plus proportionate right to staircase, lift and passage.

36. The possession of the said premises is not yet delivered to the purchaser and the same shall be delivered on receipt of entire consideration simultaneous to execution of deed of sale.

SCHEDULE - I HEREINABOVE REFERRED TO

ALL THAT piece or parcel of land known as **PLOT NO. 2**, admeasuring 2131.00 sq. mts., as an independent and distinct entity, being bounded as under:

On or towards the East : by Plot No. 3 & 7,

On or towards the West : by Plot No.1,

On or towards the North : by a strip of property
beyond which lies a 15.00
mts. wide public road,

On or towards the South : by 10.00mts wide road.

and forming a distinct and disannexed part of the landed property known as "DONXIVORIL BORODO", also known as "DONXIVORIL BORODO POIQUIM GALVOTTA" or "DONXIVORIL BOROD" or "GHANERIVORIL BHARAD" or "DONXIVADEVORIL" or "GALVOTTA" or "DHONSI BHAT", situated at Bandora, Taluka and Registration Sub-District of Ponda, District of South Goa, in the State of Goa, the said Entire Property bearing New Survey No. 215/0 of the Revenue Village of Bandora.

Being bounded, as per Land Registration Records, as under:

On or towards the East : by a public road going from
Ponda to Mardol,

On or towards the West

& North : by the hilly property of the
Comunidade of Bandora,
and,

On or towards the South : by the property – "DONXI" of
Shri. Naguesh and Desai of
Bandora.

According to New Survey Plan the Said Property as under:-

- On or towards the East : by the public road and the property bearing Survey No.217/1-A,
- On or towards the West : by the properties bearing Survey Nos.213 and 214,
- On or towards the North : by the property bearing Survey Nos.213 and the public road, and,
- On or towards the South : by the properties bearing Survey Nos.214 and 216.

SCHEDULE – II

All that residential premises being **flat no.EF-2** in wing 'E' on first floor of building "SAAD SAMRUDDHI" and which shall have area of 162.22square meters (super built up) and open terrace along with a portion in the stilt for parking for two cars as shown in the plan attached hereto with the following specifications.

1. STRUCTURE : R.C.C. framed structure.
2. WALLS : Internal walls of Bricks and external walls of laterite or concrete block masonry in cement mortar.
3. DOORS AND WINDOWS: The Bed rooms will have wooden frame with flush door and Toilet doors will have concrete frames with FRP doors windows will have aluminum sliding windows with pinhead glass panels. The main door shall be of teak wood frame with designer flush door with lock and aldrop and one handle on each side.
4. PLASTER AND PAINT: All external surface of the building will be plastered with two coats of cement mortar and finished with cement/ Acrylic paint, internal walls and ceiling will be plastered with one coat and finished with cement Putty. All internal wall surfaces and ceilings will be finished in Emulsion Paint of good quality.

5. FLOORING & SKIRTING : The flooring of flat shall be of vitrified tiles of reputed make. Toilet will have plain ceramic tiles on floor and upto 2.2mts designers tiles on wall and bath will have plain ceramic tiles on floor and upto 2.2mts designers tiles on the wall. Waterproofing for open terrace will be done.

6. ELECTRICAL INSTALLATIONS : with good quality wires through concealed pipes or casing capping with required points.

7. SANITARY / PLUMBING INSTALLATIONS :

1) Internal water line shall be concealed, external open, in blue / PVC pipe.

2) Taps, stop cocks, etc. of standard make.

3) Wash basin, WC pan in white colour of approved quality.

4) Sewage/Sewerage/waste line in SWR pipes of approved quality. Bathroom to have connection from common solar water heater.

8. KITCHEN: Granite platform along one wall side with steel sink with designers tiles upto 1.2mts above platform.

9. EXTRA WORK : Extra work to be executed on request of purchaser will be as per the prevailing market rates. Installing and fixing charges or demolishing and re-fixing shall be charges extra.

Any superior quality material requested by the purchaser shall be provided at Extra Cost.

SCHEDULE – III
(MODE OF PAYMENT)

Sr. No.	Stage	Percentage of Pay	Amount Payable
1	Booking Amount & Signing of Agreement	15%	
2	On completion of plinth	25%	
3	On completion of Below floor slab	15%	
4	On completion of Roof floor Slab	15%	
5	On completion of Masonry & Plastering	10%	
6	On completion electrical, tilling & plumbing	15%	
7	On completion or Handover	5%	
TOTAL			

VAT and Service Tax shall be Extra as applicable.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands on the day and year first hereinabove written.

Signed and delivered by the withinnamed VENDOR
SAAD INFRASTRUCTURE INDIA PVT. LTD.,
represented through its Director

MRS. RAJASI RAMKRISHNA DHAVALIKAR

(L.H.F.T.)

(R.H.F.T.)

Signed and delivered by withinnamed PURCHASER

SHRI. CHETAN PRAKASH PALEKAR

(L.H.F.T.)

(R.H.F.T.)

IN PRESENCE OF:

- 1.
- 2.

Executing parties

(1) SAAD INFRASTRUCTURE INDIA PVT. LTD., (CINU45200GA2014PTCOO7421), a registered company, registered in state of Goa having office at Ponda, Goa represented through its Director MRS. RAJASI RAMKRISHNA DHAVALIKAR, daughter of Ramkrishna Madhav Dhavalikar, major, married, aged about 24 years, PAN.:ATBPD5324L, Mobile.:9881000046, Aadhar Card No.:287587232693, Email ID.:rajasi.work@gmail.com., residing at H.No.184, Near Shri. Mahalaxmi Temple, Bandora, Ponda Goa,

(2) SHRI. CHETAN PRAKASH PALEKAR, son of Prakash Palekar, major, unmarried, aged about 30 years, residing at Flat No.5, Febama Appt, Behind Hotel Uma, Dhavali, Ponda Goa, 403401,