

AGREEMENT FOR SALE

This Agreement For Sale is made and executed at Panaji, Goa on this day of the month of of the Christian year Two Thousand andi.e. (...../...../.....).

BETWEEN

1). M/S. RAJDEEP BUILDERS, registered Proprietorship Firm of **MR. RAJESH TARKAR**, age 44 years, son of Shri. Ulo Tarkar, Builder cum BUILDERS/DEVELOPERS, Indian National, holder of Pan Card bearing no.AFOPT9698A, having its office at No.202, 2nd Floor, Mathias Plaza, Above Canara Bank, 18th June Road, Panaji, Goa, and permanently residing at Penthouse No.201, Raviraj Colony, Nagali Hills, Dona Paula, Goa. Hereinafter referred to as the **“BUILDERS/DEVELOPERS”** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) of the **FIRST PART**.

AND

2). MR., Son of Mr., age years, married, Service, Indian National, holder of PAN CARD bearing no..... and his wife;

3). MRS., daughter of, ageyears, married, Service, holder of Pan Card bearing No....., both Indian Nationals, and permanent resident of H No..... Goa.

Hereinafter referred to as the “**PURCHASERS**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their legal heirs, legal representative, successors, executors, administrators, and assigns) of the **SECOND PART**.

AND

4). M/s. RUSHABH DEVELOPERS, a Partnership firm registered under the Partnership Act, 1932, holding PAN (Permanent Account Number) Card no.AAQFR2576L, having its office at 165/166, Nikita Enclave, Porvorim, Bardez, Goa, represented through their duly authorized signatory & constituted Attorney Mr. RAJESH TARKAR, by virtue of Power of Attorney dated 12/12/2016, registered under No.491/2016, executed before Advocate Mr. P. D. Parab, at Sindhudurg, Maharashtra.

Hereinafter referred to as the “**OWNERS/FIRST CONFIRMING PARTY**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their heirs, successors, legal representatives and assigns) of the **THIRD PART**.

AND

5). MRS. DEEPA RAJESH TARKAR, 41 years of age, wife of Mr. Rajesh Tarkar, holding PAN Card No.AFNPT7429J, housewife, Indian National, resident of Penthouse No.201, Raviraj Colony, Nagali Hills,

Dona Paula, Goa., hereinafter referred to as **“SECOND CONFIRMING PARTY”** (Which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, successors, Legal Representatives and Assigns) of the **FOURTH PART.**

WHEREAS, there exists landed properties namely:-

(i) The landed property known as “GHAR BHAT” or “GORBATA”, admeasuring 2425 sq.mtrs., bearing Survey No.218/1 of Village Socorro, situated at Socorro Village, within the local limits of Village Panchayat of Socorro, Taluka Bardez, Sub-District of Bardez, Registration Sub-District of Bardez, District of North Goa, in the State of Goa, described in the Land Registration Office under no.19060,19061 & 19062 at folio 114 of B-49, and bounded as under:-

- East :- By rustic property known as “Gorbata” of Mr. Antonio Jose Ernesto da Graca and Santana Costa Frias, surveyed under survey no. 217/7 of Socorro Village.;
- West:- By the property of Mr. Isidorio Godinho surveyed under survey no. 218/2 of Socorro Village.;
- North:- By Public Road.;
- South:- By Aforamento property of Mr. Joao Manuel D’Souza surveyed under survey no. 218/10 of Socorro Village.

(Hereinafter be referred to as the **“FIRST PROPERTY”**, more particularly described in Schedule - I)

(ii) The Landed property known as “GHAR BHAT”, admeasuring 300 sq.mtrs., situated at Ward Vaddem, Socorro Village, within the local limits of Village Panchayat of Socorro, Taluka Bardez, Sub-District of Bardez, Registration Sub-District of Bardez, District of North Goa, in the State of Goa, having an independent survey no.218/2 of Village Socorro, and bounded as under:-

East :- By the property surveyed under survey no. 218/1 of Socorro Village.;

West:- By the property surveyed under survey no. 218/3 of Socorro Village.;

North:- By Public Road.;

South:- By the property surveyed under survey no. 218/10 of Socorro Village.

(Hereinafter be referred to as the “**SECOND PROPERTY**”, more particularly described in Schedule - I)

ALL the above said two properties namely the First Property and the Second Property together hereinafter for the sake of brevity be referred to as the “**SAID PROPERTIES**”., more particularly fully described in the schedule - I hereunder written.

A- THE FIRST PROPERTY (more particularly described in Schedule – I):-

a). That the said FIRST PROPERTY was originally owned and belonged to Procopio Salustiano Bernardo Coutinho, who was from Vadem Socorro & which was purchased from the previous owners

Mrs. Maria Francisca Fernandes and others by vide Sale Deed and Discharge of Price dated 16/08/1916, duly registered in the Judicial Division of Bardez, then Notary Office of Mr. Jose Joaquim Filipe Pinto da Menezes, and the said FIRST PROPERTY stands inscribed in the name of the said Procopio Salustiano Bernardo Coutinho, under inscription (Inscricao) No. 13734 at fls. 23 of G-20, dated 19/08/1916.

b). That the said Procopio Salustiano Bernardo Coutinho expired on 28th September, 1950, leaving behind his son, Mr. Caitano Xavier Antonio Godinho married to Mrs. Alice Judith Noronha Godinho and upon his death an Inventory Proceedings was instituted and by Order dated 04/07/1966 the said FIRST PROPERTY was allotted to the said Mr. Caitano Xavier Antonio Godinho married to Mrs. Alice Judith Noronha Godinho.

c). That the said Mr. Caitano Xavier Antonio Godinho expired on 31/01/1979, at Vaddem, Socorro, Bardez, Goa, without will or any other disposition of his last wishes leaving behind him his wife, Mrs. Alice Judith Noronha Godinho as his widow, moiety holder and half sharer and following children as his universal heirs namely 1) Mr. Vijay Bernardo Godinho, (a bachelor) and 2) Ms. Viviana Tereza Godinho, (a spinster).

d). That upon the death of the said Caitano Xavier Antonio Godinho, a Deed of Succession dated 22/03/1984, was drawn in the office of the Notary Ex-officio, Mr. Sharad Raghuvir Boarkar, Civil Registrar cum Sub-Registrar and Notary Ex-Officio, at Panaji, Tiswadi,

Goa at page 32 overleaf of Book of Deeds No. 618, and Mrs. Alice Judith Noronha Godinho was declared as widow, and Mr. Vijay Bernardo Godinho, a bachelor and Ms. Viviana Tereza Godinho, a spinster , were confirmed as legal heirs of Late Mr. Caitano Xavier Antonio Godinho.

e) That subsequently, the said Mrs. Alice Judith Noronha Godinho expired on 16/04/2002, leaving behind her aforesaid two children, Mr. Vijay Bernardo Godinho a bachelor and Ms. Viviana Tereza Godinho a spinster as her legal heirs.

f) That Mr. Isidorio Godinho married to Mrs. Argentina M. Godinho was also co-owner of the said FIRST PROPERTY, having registered his name prior to 10/10/1972 before the survey conducted for the revenue village of Socorro, in form no. IX.

g) That the said Mrs. Argentina M. Godinho, wife of Late Isidorio Godinho expired on 05/09/1977 at G.M.C. Hospital, Panaji, Goa and Mr. Isidorio Godinho expired on 04/10/1995, at Vaddem, Socorro, Bardez, Goa, leaving behind Will dated 07/03/1990, drawn at pages 30 overleaf onwards of Book No. 158 in the office of the Notary Ex-Officio of Bardez at Mapusa, Goa, bequeathing his share in favour of only son Mr. Amaro Godinho.

h) That upon the death of the said Mr. Isidorio Godinho and his wife Mrs. Argentina M. Godinho, a Deed of Succession dated 26/04/2007, was drawn in the office of the Notary Ex-Officio,

Bardez - Goa, before Mr. Arjun S. Shetye, Civil Registrar Cum Sub-Registrar and Notary Ex-officio at Book No. 817 at pages 6v to 8v on 26/04/2007, confirming Mr. Amaro Godinho as their legal heir.

i) That Mrs. Maria Auroliana D'Souza was also one of the co-owner of the said FIRST PROPERTY, having registered her name prior to the year 1972 before the survey conducted for the revenue village of Socorro, in form no. IX.

j) That the said Mrs. Maria Auroliana D'Souza expired on 10/03/1978 at Vaddem, Socorro, Bardez, Goa, in the capacity of widow leaving behind her daughter, Ms. Ana Maria Perpetua D'Souza, a spinster as her sole and universal heiress.

k) That the said Ms. Ana Maria Perpetua D'Souza expired as spinster on 28/02/1985 at G.M.C, Panaji – Goa.

l) That upon the death of the said Maria Auroliano D'Souza, the Inventory Proceedings was instituted in the Court of Civil Judge Senior Division, Mapusa – Goa under no. 431/2010/B, by Mr. Alfred Cyril D'Lima as applicant V/s Mrs. Maria Auroliana D'Souza and Cynthia D'Lima as deceased. The said Maria Auroliana D'Souza was the aunt and Cynthia D'Lima was the wife of said Mr. Alfred Cyril D'Lima.

m) That in the said Inventory Proceedings, the said FIRST PROPERTY was listed at item no. 1 in the list of description of the

property and by vide Order dated 04/03/2011, the said Mr. Alfred Cyril D'Lima was allotted $\frac{1}{2}$ share of the undivided share of the deceased in the said FIRST PROPERTY bearing survey no. 218/1 and his two children, Mr. Joseph D'Lima married to Jenevieve D'Lima and Ms. Arline D'Lima were allotted $\frac{1}{4}^{\text{th}}$ undivided share each of the deceased in the said FIRST PROPERTY.

n) That Mr. Hiraclito Miranda alias Eraclito Alvito Miranda, who was married to Mrs. Branca Miranda, is also one of the co-owners of the said FIRST PROPERTY, having registered his name prior to 1972 before the survey conducted for the revenue village of Socorro, in form no. IX.

o) That Mrs. Mariquinha Crescencia dos Remedios e Souza alias Mariquinha C. D'Souza, widow of Joao Jose Aleixinho Diogo Tomas de Assise Souza was also one of the co-owners of the said FIRST PROPERTY, having registered her name prior to 1972 before the survey conducted for the revenue village of Socorro, in form no. IX.

p) That the said Mrs. Mariquinha, as a widow, expired on 27/09/1990 at Vaddem, Socorro, Bardez, Goa, leaving behind Will dated 30/03/1990, drawn in the office of Judicial Division of Bardez, bequeathing her share in the said FIRST PROPERTY to her son, Mr. Pedro Nolasco dos Remedios e Souza alias Peter Nolasco de Souza, a bachelor.

q) That by virtue of the above mentioned documents, the said Mr. Hraclito Miranda alias Eraclito Alvito Miranda and his wife, Mrs. Branca Miranda, Mr. Pedro Nolasco dos Remedios e Souza alias Pedro Nolasco de Souza, Mr. Vijay Bernardo Godinho, Mrs. Celina Godinho and her husband Mr. Amaro Godinho, Mr. Alfred Cyril D'Lima became the joint owners of the said FIRST PROPERTY. Thus, there were 11 (eleven) co-owners of the said FIRST PROPERTY surveyed under no. 218/1 of Socorro Village.

r) That the above said eleven joint owners of the said FIRST PROPERTY, by vide Sale Deed dated 04/04/2007, registered in the office of the Sub-Registrar of Bardez, at Mapusa – Goa, under Registration No. 1842, at pages 297 to 326, at Book No. 1, Volume No. 2974 dated 16/04/2007, sold the said FIRST PROPERTY surveyed under no. 218/1 of Socorro Village to four persons, Mr. John Thomas Alvares, Mr. Varadraj Shankar Pai, Mr. Kedar Narayan Marathe, Mr. Saiprasad Bramhanand Naik.

s) That by virtue of the above said Sale Deed dated 04/04/2007, the above said four persons Mr. John Thomas Alvares, Mr. Varadraj Shankar Pai, Mr. Kedar Narayan Marathe, Mr. Saiprasad Bramhanand Naik, alongwith their wives, became the joint owners of the said FIRST PROPERTY.

t) That the names of above said four persons Mr. John Thomas Alvares, Mr. Varadraj Shankar Pai, Mr. Kedar Narayan Marathe, Mr. Saiprasad Bramhanand Naik are appearing in the Occupants column

of Form I & XIV of the property surveyed under no.218/1 of the Village Socorro.

B- THE SECOND PROPERTY(more particularly described in Schedule

- I) :-

a) That the said SECOND PROPERTY originally belonged to Mr. Isidorio Julio Caetano Godinho, which can be seen from Form IX, which is the record of rights dated 10/10/1972 and the name of the said Isidorio Godinho is shown as the occupant since before the survey conducted for the revenue village of Socorro, in form no. IX and also the name of the said Isidorio Godinho is seen appearing in the occupants column of Form I & XIV of the said SECOND PROPERTY surveyed under no. 218/2 of Socorro Village.

b) That the said Isidorio Godinho was married to Mrs. Argentina M. Godinho and the said Argentina M. Godinho, who was also known by other names Augustina Magdalina Augusta Clara de Souza and Argentina Magdalina Augusta.

c) That the said Mrs. Argentina M. Godinho, wife of Late Isidorio Godinho expired on 05/09/1977 at G.M.C. Hospital, Panaji, Goa and Mr. Isidorio Godinho expired on 04/10/1995, at Vaddem, Socorro, Bardez, Goa, leaving behind Will dated 07/03/1990, drawn at pages 30 overleaf onwards of Book No. 158 in the office of the Notary Ex-Officio of Bardez at Mapusa, Goa, the said Isidorio Godinho bequeathed the said SECOND PROPERTY in favour of only son Mr.

Amaro Godinho and daughter-in-law Mrs. Celina Godinho (wife of Amaro Godinho).

d) That upon the death of the said Mr. Isidorio Godinho and his wife Mrs. Argentina M. Godinho, a Deed of Succession dated 26/04/2007, was drawn in the office of the Notary Ex-Officio, Bardez - Goa, before Mr. Arjun S. Shetye, Civil Registrar Cum Sub-Registrar and Notary Ex-officio at Book No. 817 at pages 6v to 8v on 26/04/2007, reveals and confirming that Mr. Amaro Godinho & his wife Mrs. Celina Godinho are the sole universal heir and successor of the said Isidorio Godinho and Mrs. Argentina Godinho.

e) That from a perusal of the Deed of Sale dated 04/4/2007 in respect of the said FIRST PROPERTY surveyed under no. 218/1 of Socorro Village, it is seen and revealed that the boundary towards the WEST of the said FIRST PROPERTY was shown to be the property of Isidoro Godinho, surveyed under no. 218/2 of Socorro Village.

f) That in terms of Deed of Sale dated 21/08/2007, registered in the office of the Sub-Registrar of Bardez, at Mapusa – Goa, under Registration No. 4213, at pages 206 to 226, at Book No. 1, Volume No. 225, dated 22/08/2007, the above said Mr. Amaro Godinho and his wife Mr. Celina Godinho sold the said SECOND PROPERTY surveyed under no. 218/2 of Socorro Village, to four persons Mr. John Thomas Alvares, Mr. Varadraj Shankar Pai, Mr. Kedar Narayan Marathe and Mr. Saiprasad Bramhanand Naik.

g) Thus, the above said four persons Mr. John Thomas Alvares, Mr. Varadraj Shankar Pai, Mr. Kedar Narayan Marathe, Mr. Saiprasad Bramhanand Naik became the owners of the said FIRST PROPERTY & the SECOND PROPERTY by virtue of the Sale Deeds dated 04/04/2007 & 21/08/2007 respectively., and their names are seen appearing in the occupants column of Form I & XIV in respect of the said FIRST PROPERTY & SECOND PROPERTY surveyed under no.218/1 and 218/2 of Socorro Village respectively.

AND WHEREAS, the said previous owners namely Shri. Varadraj Shankar Pai and others obtained Conversion Sanad of the above SAID PROPERTIES more particularly described in the Schedule – I, into its residential use by vide Sanad No.RB/CNV/BAR/AC-1/110/2013, dated 22/05/2014.

AND WHEREAS, the above said four persons Mr. John Thomas Alvares, Mr. Varadraj Shankar Pai, Mr. Kedar Narayan Marathe, and Mr. Saiprasad Bramhanand Naik, in the capacity of absolute owners, alongwith their wives Mrs. Ashwini Saiprasad Naik, Mrs. Merline John Alvares, Mrs. Varadraj Pai and Mrs. Priti Kedar Marathe sold both the said properties, FIRST PROPERTY admeasuring 2425 sq.mtrs., surveyed under no.218/1 of Socorro Village, and SECOND PROPERTY admeasuring 300 sq.mtrs., surveyed under no.218/2 of Socorro Village, to M/s. Rushabh Developers, a partnership firm registered under the Partnership Act 1932, consisting of partners Mr. Kumarpal Bora, Mr. Swapnil Bora, Mr. Kanish Bora and Mr. Girish Gadia, by vide Sale Deed dated 24/06/2015, registered in the office of the

Sub-Registrar of Bardez, at Mapusa – Goa, under Registration No. BRZ-BK1-07893-2015, Book – 1 Document, CD Number - BRZD772, dated 14/09/2015.

AND WHEREAS, by virtue of the above said Sale Deed dated 24/06/2015, the above said M/s. Rushabh Developers became the absolute legal owner in respect of the SAID PROPERTIES surveyed under no.218/1 and 218/2 of Socorro Village, having a total admeasuring area of 2725 sq.mtrs.

AND WHEREAS, the said M/s. Rushabh Developers has executed the Development Agreement in favour of M/s. Rajdeep Builders as BUILDERS/DEVELOPERS, registered before the office of the Sub-Registrar of Bardez, registered under registration no. BRZ-BK1-04342-2016, CD number BRZD783, dated 18/10/2016., wherein the said BUILDERS/DEVELOPERS have acquired rights from the OWNERS/VENDORS for the development on the SAID PROPERTIES mentioned in the Schedule –I, hereinbelow, by constructing residential row houses/flats/buildings, consisting of all together Nine nine (9) Row Houses and Eight (8) Flats alongwith stilt parking's, out of which the four proposed villas i.e. Villa nos.1, 2, 4 & 6, proposed to be constructed in the SAID PROPERTIES as per approved plan by the Town and Country Planning and the Village Panchayat of Socorro, alongwith the undivided proportionate rights and shares in the SAID PROPERTIES, shall be handed over to the OWNERS/VENDORS and the balance remaining construction of Villa no.3, 5, 7, 8, 9 and eight flats bearing nos.AG1, AG2, AG3, AG4, AF1, AF2, AF3 & AF4, alongwith

stilt parking of the proposed building to be constructed in the SAID PROPERTIES as per approved plan by the Town and Country Planning and the Village Panchayat of Socorro, alongwith the undivided proportionate rights and shares in the SAID PROPERTIES, shall be retained by the BUILDERS/DEVELOPERS for free sale.

AND WHEREAS, the PURCHASERS being desirous of acquiring certain premises in the said building approached the BUILDERS/DEVELOPERS and have agreed to purchase a Flat bearing No....., located on the of the building known as “RAJDEEP BHAVAN”, Socorro having carpet area sq.mtrs., total super build-up area of approximatesq.mts., alongwith the stilt parking bearing No....., situated at Socorro Village, within the local limits of Village Panchayat of Socorro, Taluka Bardez, Sub-District of Bardez, Registration Sub-District of Bardez, District of North Goa, in the State of Goa., more particularly described in the Schedule – II, to be constructed on the SAID PROPERTIES more particularly described in the Schedule – I, which shall be completed in all respect as per the specifications hereto annexed in Schedule –III, alongwith the proportionate undivided right and share in the SAID PROPERTIES, and the SAID FLAT bearing No..... shall consists of two bedrooms, one kitchen, one living room, two toilets cum bathrooms of which the SAID FLAT has been shown delineated in red colour boundary lines in the plan annexed hereto and also the said stilt parking bearing No..... described hereinabove has been shown delineated in red colour boundary lines in the plan annexed hereto for a total consideration price of Rs...../- (Rupees Only),

being its market value, which premises are hereinafter for the sake of brevity will be referred to as the “ SAID FLAT”.

AND WHEREAS the BUILDERS/DEVELOPERS have offered to sell the SAID FLAT with the allotted stilt parking bearing parking No.....1, alongwith the proportionate undivided right and share in the SAID PROPERTIES to the PURCHASERS and the PURCHASERS have, relying on the representations and covenants hereinabove stated, agreed to purchase the SAID FLAT with the allotted stilt parking bearing parking No....., alongwith the proportionate undivided right and share in the SAID PROPERTIES and accordingly, the BUILDERS/DEVELOPERS is selling and conveying the SAID FLAT alongwith the allotted stilt parking bearing parking No....., to the PURCHASERS vide the present Agreement for Sale.

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

1. The BUILDERS/DEVELOPERS hereby agrees to sell to the PURCHASERS the SAID FLAT bearing Flat No....., i.e. the SAID FLAT described in schedule – II, allotted stilt parking, alongwith the proportionate undivided right and share in the SAID PLOT, hereunder written and delineated on the plan hereto annexed and marked thereon with red colour for a total consideration of Rs...../- (Rupees Only).

2. Accordingly the PURCHASERS have paid to the BUILDERS/DEVELOPERS the sum of Rs...../- (Rupees

..... Only) as earnest advance money in the following manner:-

a). A sum of Rs...../- (Rupees Only) is paid by vide cheque bearing no....., drawn on, dated, in favour of the BUILDERS/DEVELOPERS.

b). A sum of Rs...../- (Rupees Only) is paid by vide cheque bearing no....., drawn on, dated, in favour of the BUILDERS/DEVELOPERS.

3. The BUILDERS/DEVELOPERS hereby acknowledge the receipt of an amount of Rs...../- (RupeesOnly) from the PURCHASERS being part payment of the total consideration as agreed hereinabove.

4. The PURCHASERS further agrees and undertakes to pay to the BUILDERS/DEVELOPERS a balance total consideration of Rs...../- (Rupees only) in the manner as set out in Schedule - IV hereto.

5. It is specifically agreed and understood that on making the payment by the PURCHASERS to the BUILDERS/DEVELOPERS as per Schedule-IV, the BUILDERS/DEVELOPERS shall complete the construction of the SAID FLAT and hand over to the PURCHASERS peaceful vacant possession of the SAID FLAT within a period of 36 months from the date of laying of the foundation stone upon obtaining

all the necessary permissions with further extension of additional period of six (6) months.

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

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

Address of the PURCHASERS:-

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

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

In case of default in payment by the PURCHASERS, the BUILDERS/DEVELOPERS shall be entitled to rescind or terminate the present agreement in which case a part of the amount received from the PURCHASERS shall be refunded to him/her without any interest

thereon after deducting 25% of the entire amount received by the BUILDERS/DEVELOPERS.

However, the BUILDERS/DEVELOPERS may in their absolute discretion exercise an option of not terminating the agreement as aforesaid and instead allowing such further time to the PURCHASERS to make payments as deemed proper by them and charging interest on such installment amount/s outstanding at the rate of 24% p.a.

7. Likewise, the PURCHASERS also agrees that the BUILDERS/DEVELOPERS shall be entitled in their absolute discretion to make any reservation in respect of the benefit of any increase in FSI/FAR or any part thereof at any time hereinafter in favour of any persons and the PURCHASERS shall not object thereto in any manner. It is further specifically agreed and understood that any benefit of increase in FAR/FSI in respect of the said land shall always accrue and belong to the BUILDERS/DEVELOPERS even if such increase is made after handing over of the SAID FLAT to the PURCHASERS or the execution of sale deed/transfer document in respect of the undivided rights in the land in favour of the PURCHASERS. The BUILDERS/DEVELOPERS shall be entitled to accordingly carry out any additional constructions on the said land making use of such increased FAR/FSI and the PURCHASERS shall not in any manner object thereof even if due to such additional construction any open areas are used for such additional constructions or the locations thereof are changed or entire plans modified in any manner as desired by the BUILDERS/DEVELOPERS, subject to the condition that the said additional construction shall not affect the rights of the PURCHASERS

or shall not create any encumbrances on the SAID FLAT and shall not adversely affect the construction of the SAID FLAT.

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

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

10. The PURCHASERS agrees that neither pets nor any kind of animals will be allowed to keep in the vicinity of the building/s or in the allotted said Flat/s of the PURCHASERS.

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

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

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

13. THE BUILDERS/DEVELOPERS shall maintain said project for the consecutive period of 5 years from the date of issue of Occupancy Certificate by the Village Panchayat of Socorro, subject to below mentioned terms and conditions:-

(a) The PURCHASERS shall be bound to deposit with the BUILDERS/DEVELOPERS sum of Rs.3,00,000/- (Rupees Three Lakhs Only) for each flat, on issue of Occupancy Certificate by the Village Panchayat of Socorro. The aforesaid amount of Rs.3,00,000/- (Rupees Three Lakhs Only) shall be towards maintenance of common areas of the building namely Staircase, Lobby, Lifts, Service Areas, Stilt Parking's, Water Tanks, Water pumps, Garden, External Paintings, providing of security service to the building and cleanliness of the above mentioned areas. The PURCHASERS undertake and bind to provide full co-operation to the BUILDERS/DEVELOPERS while undertaking maintenance of the above areas so much so that the

PURCHASERS shall allow the BUILDERS/DEVELOPERS and or his agents, servants, managers etc., to enter their respective Flat/s for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the BUILDERS/DEVELOPERS.

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

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

(d) The BUILDERS/DEVELOPERS shall be at liberty to quit and hand over the entire responsibility of maintenance of the building to the respective FLAT HOLDER of the said project at any point of time after completing of five years from the date of the Occupancy Certificate

with its sole discretion and without any interference or pressure from any of the Occupiers in case of non-co-operation of FLAT HOLDER in any respect and in such event deposit of sum Rs.3,00,000/- (Rupees Three Lakhs Only) shall be refunded back to respective FLAT HOLDER without interest.

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

15. 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.

16. The PURCHASERS shall bear and pay all the costs towards, stamp papers and registration charges and other incidental costs and expenses for the purpose of the conveyance to be made in favour of the PURCHASERS. However, the PURCHASERS shall be entitled to get the conveyance drafted through his advocate at the exclusive cost and expense of the PURCHASERS. Any incidental taxes, surcharge, duties, including stamp duty will be borne by the PURCHASERS.

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

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

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

20. Any dispute of differences if any arises between the parties the same shall be tried with the jurisdiction of Mapusa (Bardez) Courts.

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

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

SCHEDULE – I

(Description of the SAID PROPERTIES)

ALL THAT there exists landed properties namely:-

(i) The landed property known as “GHAR BHAT” or “GORBATA”, admeasuring 2425 sq.mtrs., bearing Survey No. 218/1 of Village Socorro, situated at Socorro Village, within the local limits of Village Panchayat of Socorro, Taluka Bardez, Sub-District of Bardez, Registration Sub-District of Bardez, District of North Goa, in the State of Goa, described in the Land Registration Office under no. 19060,19061 & 19062 at folio 114 of B-49, and bounded as under:-

East :- By rustic property known as “Gorbata” of Mr. Antonio Jose Ernesto da Graca and Santana Costa Frias, surveyed under survey no. 217/7 of Socorro Village.;

West:- By the property of Mr. Isidorio Godinho surveyed under survey no. 218/2 of Socorro Village.;

North:- By Public Road.;

South:- By Aforamento property of Mr. Joao Manuel D'Souza surveyed under survey no. 218/10 of Socorro Village.

(Hereinafter be referred to as the **"FIRST PROPERTY"**)

(ii) The Landed property known as "GHAR BHAT", admeasuring 300 sq.mtrs., situated at Ward Vaddem, Socorro Village, within the local limits of Village Panchayat of Socorro, Taluka Bardez, Sub-District of Bardez, Registration Sub-District of Bardez, District of North Goa, in the State of Goa, having an independent survey no. 218/2 of Village Socorro, and bounded as under:-

East :- By the property surveyed under survey no. 218/1 of Socorro Village.;

West:- By the property surveyed under survey no. 218/3 of Socorro Village.;

North:- By Public Road.;

South:- By the property surveyed under survey no. 218/10 of Socorro Village.

(Hereinafter be referred to as the **"SECOND PROPERTY"**)

SCHEDULE – II

DESCRIPTION OF THE SAID FLAT BEARING NO.)

ALL THAT FLAT identified as FLAT No....., admeasuring carpet area sq.mtrs., total super built-up areasq.mtrs.,

located on the Ground Floor, along with reserved Stilt car parking area in “RAJDEEP BHAVAN”, Socorro to be constructed on the SAID PROPERTIES described in Schedule – I hereinabove, situated at Socorro Village, within the local limits of Village Panchayat of Socorro, Taluka Bardez, Sub-District of Bardez, Registration Sub-District of Bardez, District of North Goa, in the State of Goa., the SAID FLAT consists of two bedrooms, one kitchen, one living room and two toilets cum bathrooms of which the SAID FLAT has been shown delineated in red colour boundary lines in the plan annexed hereto and also the said stilt parking bearing No.....described hereinabove has been shown delineated in red colour boundary lines in the plan annexed hereto.

SCHEDULE - III

(SPECIFICATION OF THE SAID FLAT)

(a) BRIEF DESCRIPTION AND SPECIFICATION:

a) THE STRUCTURE:

It is RCC structure with external walls upto the plinth in laterite stone masonry and the external walls in super structure shall be 23cm thick in laterite stones. The external plaster will be double coat and sand faced cement plaster furnished with two coats of cement paints along with primer. The internal walls shall be in bricks of 10cm thick. The internal plaster for walls and the ceiling shall be single coat cement plaster with 3 coats of good quality paint.

b) Stainless steel safety Gate for main door.

c) 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 aluminum frames with rolling shutters of glass.

d) Safety Fabrication Grills will be provided uniformly to all flats.

e) CEILING:

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

f) FLOORING:

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

g) SANITARY AND TOILET FITTINGS:

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

h) KITCHEN:

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

i) FURNITURES AND FIXTURE

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

X) ELECTRICAL INSTALLATION:

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

XI) AIR CONDITIONERS:

All bedrooms will be provided with split Air Conditioner.

XII) CURTAINS:

Curtains will be provided for all windows.

(b) MAINTAINANCE CLAUSE

MAINTAINANCE OF THE BUILDING

The BUILDERS/DEVELOPERS shall maintain said project 'RAJDEEP VILLA RESIDENCY' for the consecutive period of 5 years from the date of issue of Occupancy Certificate by concerned government department subject to below mentioned terms and conditions:-

(a) THE FLAT HOLDER/PURCHASERS shall be bound to deposit with the BUILDERS/DEVELOPERS sum of Rs.3,00,000/- (Rupees Three Lakhs only) on issue of Occupancy Certificate by the concerned government department. The aforesaid amount of Rs.3,00,000 (Rupees Three Lakhs Only) shall be towards maintenance of common areas of the building namely Staircase, Lobby, Lifts, Service Areas, Stilt Parking, Water Tanks, Water Sumps, Garden, External Paintings,

providing of security services to the building and cleanliness of the above mentioned areas. THE FLAT HOLDERS/PURCHASERS undertakes and binds to provide full co-operation to the BUILDERS/DEVELOPERS while undertaking maintenance of the above areas so much so that THE FLAT HOLDERS/PURCHASERS shall allow the BUILDERS/DEVELOPERS and or his agents, servants, managers' etc. to enter their respective premises for sole purpose of undertaking above referred maintenance services with prior written intimation for such purpose by the BUILDERS/DEVELOPERS.

(b) Upon completion of term of five years as stipulated above, respective FLAT HOLDERS/PURCHASERS shall be able to exercise two options: First whether to continue with the maintenance services as provided by the BUILDERS/DEVELOPERS with further maintenance services of the BUILDERS/DEVELOPERS. If the FLAT HOLDERS/PURCHASERS chose to exercise First option of continuing with maintenance services then respective FLAT HOLDERS/PURCHASERS shall execute separate Maintenance Agreement with the BUILDERS/DEVELOPERS for a period of further five years from the date of expiry of first five years period. If the FLAT HOLDERS/PURCHASERS chose to exercise Second option of stopping further maintenance services of the BUILDERS/DEVELOPERS then the BUILDERS/DEVELOPERS shall refund to such FLAT HOLDERS/PURCHASERS a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) without interest.

(c) The FLAT HOLDERS/PURCHASERS hereby bound and undertake to support the decision of the majority of the FLAT HOLDERS/PURCHASERS in 'RAJDEEP VILLA RESIDENCY' in exercising

above mentioned options in Clause (b) above and shall not be liable to deviate from the same at any cost.

(d) The BUILDERS/DEVELOPERS shall be at liberty to quit and handover the entire responsibility of maintenance of the building to the respective FLAT HOLDERS/PURCHASERS of the project 'RAJDEEP VILLA RESIDENCY' at any point of time with its sole discretion and without any interference or pressure from any of the Occupiers in case of non co-operation of FLAT HOLDERS/PURCHASERS in any respect and in such event deposit of sum of Rs.3,00,000/-(Rupees Three Lakhs Only) shall be refunded back to respective FLAT HOLDERS/PURCHASERS.

(e) The BUILDERS/DEVELOPERS if exercises discretion to quit and handover the entire responsibility of maintenance of the building to the respective FLAT HOLDERS/PURCHASERS of the project 'RAJDEEP VILLA RESIDENCY' then in such event the BUILDERS/DEVELOPERS shall assist the occupiers of the building for formation of Maintenance Society and all the occupiers of the building 'RAJDEEP VILLA RESIDENCY' shall co-operate for the same and shall sign all documents, applications, forms, affidavits, declarations as required for such formation.

(c) FORMATION OF ENTITY

(a) THE FLAT HOLDERS/PURCHASERS and the person to whom the SAID FLAT is 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 HOLDERS/PURCHASERS 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 application for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY "Maintenance Society" in the name of Project name and to the BUILDERS/DEVELOPERS the same within 10(ten) days of the same being intimated by the BUILDERS/DEVELOPERS to THE FLAT HOLDERS/PURCHASERS.

(c) No objection shall be taken by THE FLAT HOLDERS/PURCHASERS 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.

(d) THE FLAT HOLDERS/PURCHASERS shall be bound to sign all Deeds, papers and documents from time to time for safeguarding the interest of the BUILDERS/DEVELOPERS and of the other flats in "RAJDEEP VILLA RESIDENCY".

(e) All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as all the necessary Deeds/Deeds of Conveyance shall be prepared by the Advocate of the BUILDERS/DEVELOPERST.

(d) **WARRANTY**

The BUILDERS/DEVELOPERS SHALL PROVIDE FIVE YEARS Warranty on equipment's provided from the date of issue of Occupancy Certificate by concerned Government Departments for SAID FLAT, which will be described more fully in separate Warranty Card/Letter Head, provided to THE FLAT HOLDERS/PURCHASERS at the time of handing over of possession of SAID FLAT during execution of Deed of Sale on obtaining Occupancy Certificate. Said Warranty Card/Letter head shall be non-transferable to third party, however any third party may approach the BUILDERS/DEVELOPERS for availing such Warranty on such terms and conditions as will be set out by the BUILDERS/DEVELOPERS. The total Warranty period provided by the BUILDERS/DEVELOPERS shall not extend beyond the period of five years from the date of issuing of Occupancy Certificate from the concerned Government department.

(e) CHANGES

The BUILDERS/DEVELOPERS shall NOT, under any circumstances, change the outer look of the building which shall have uniformity as per approved plan and scheme provided by the BUILDERS/DEVELOPERS. The PURCHASERS shall also not be entitled to make any external changes to the flat purchased, that will affect the uniformities of the building with respect to its look, colour, grills etc. if the PURCHASERS violates this provision then the cost of restoration shall be paid by him to the BUILDERS/DEVELOPERS.

The PURCHASERS shall be entitled to make internal changes to the flat purchased subject to approvals available in law at the time of construction subjects to costs to be paid in advance.

SCHEDULE - IV
(SCHEDULE OF PAYMENT)

- 1ST Payment:-** On Signing of the Agreement for sale, Rs...../- (Rupees Only) @ 20% of total consideration of flat for Rs...../- (Rupees Only).
- 2nd Payment :-** On Completion of Plinth, Rs...../- (Rupees Only) @ 20% of total consideration of flat for Rs...../- (Rupees Only).
- 3rd Payment :-** On commencement of 1st Slab, Rs...../- (Rupees Only) @ 20% of total consideration of flat for Rs...../- (Rupees Only).
- 4th Payment :-** On commencement of 2nd Slab, Rs...../- (RupeesOnly) @ 20% of total consideration of flat for Rs...../- (Rupees Only).
- 5th Payment:-** On commencement of Masonry Work, Rs...../- (RupeesOnly) @

15% of total consideration of flat for
Rs...../- (Rupees Only).

6th Payment :- Balance payment of Rs...../- (Rupees
..... Only) @ 5% of total consideration
of flat for Rs...../- (Rupees
.....Only). at the time of occupancy or
on or before execution of Sale Deed.

Without prejudice to THE BUILDERS/DEVELOPERS & other rights under this agreement and/or in law THE FLAT HOLDERS/ PURCHASERS shall be liable to pay to THE BUILDER/ DEVELOPER simple interest @24% per annum, on all amounts due and payable by FLAT HOLDERS/PURCHASERS under this agreement, if any such amount remained unpaid for seven days or more after becoming due or after serving the notice by the BUILDERS/DEVELOPERS, in such case the BUILDERS/DEVELOPERS shall terminate the Agreement for Sale, wherein the PURCHASERS assures to the BUILDERS for not raising any objection for such termination.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands on the day, month and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED by the	]
within named “BUILDERS/DEVELOPERS ”	]
MR. RAJESH TARKAR , party of the FIRST PART	]
for self and constituted Attorney for	]
M/S. RUSHABH DEVELOPERS , party of the	]

THIRD PART and also Constituted Attorney for]
Second Confirming Party, of the Fourth part]

L. H. T. I.

R. H. T. I.

_____	_____
_____	_____
_____	_____
_____	_____

_____	_____
SIGNED, SEALED AND DELIVERED	]
by the within named “PURCHASERS”	]
MR. , party of the	]
SECOND PART.	]

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIGNED, SEALED AND DELIVERED	]
by the within named “PURCHASERS”	]
MRS. , party of the	]
SECOND PART.	]

L. H. T. I.

R. H. T. I.

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WITNESSES:-

1.	NAME	:-	<hr/>
	FATHER'S NAME	:-	<hr/>
	AGE	:-	<hr/>
	OCCUPATION	:-	<hr/>
	MARITAL STATUS	:-	<hr/>

ADDRESS :- _____.

_____.

_____.

SIGNATURE :- _____.

2. NAME :- _____.

FATHER’S NAME :- _____.

AGE :- _____.

OCCUPATION :- _____.

MARITAL STATUS :- _____.

ADDRESS :- _____.

_____.

_____.

SIGNATURE :- _____.