

## **Agreement**

This Agreement made at mapusa this \_\_\_\_\_<sup>st</sup> day of \_\_\_\_\_ in the year Two Thousand and Eighteen.

### **BETWEEN**

**MR. RAJKUMAR RAJU GADGE**, son of Mrs. Agnes Gadge and late Raju Gadge, aged about 37 years, Unmarried, Businessman, Indian National, P.A.N. Card bearing No. ABWPR3611B, Aadhar card bearing No. 3219 9948 5535 residing at House No. 762/B, Khoirut Waddo, Aldona, Bardez – Goa and Managing Director of Mega Structures Realestate Limited previously known as M/S. Reliance Construction Co. having off. Nos. 301, 302 & 306, 3<sup>rd</sup> Floor, Commerce Centre, Near Old Mapusa Municipality, Mapusa, Bardez - Goa, Phone no. 9225901193, email id- [salesreliancegoa08@gmail.com](mailto:salesreliancegoa08@gmail.com), or [salesmsre@gmail.com](mailto:salesmsre@gmail.com) hereinafter called **“THE VENDOR /DEVELOPER”** , (which expression shall unless repugnant to the context or meaning thereof be deemed to

include as well its heirs, executors, administrators and assigns) of the ONE **PART**.

**AND**

**MR.** \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged \_\_\_\_\_ years, married, service, Indian National, P.A.N Card bearing No. \_\_\_\_\_ Adhar Card bearing No. \_\_\_\_\_ and his residing at \_\_\_\_\_ Goa 403507, hereinafter called as "**THE PURCHASER**", (which expression shall unless repugnant to the context or meaning thereof be deemed to include as well its heirs, executors, administrators and assigns) of the **SECOND PART**.

**WHEREAS** by a Deed of Sale dated 27-03-2018, bearing registration no. BRZ-BK1-01496-2018, CD NO. BRZD795 "**THE VENDORS /THE DEVELOPER**" became the absolute owner and thus acquired absolute right for the development and sale to the freehold land lying and being at Salvador Do Mundo, the property known as "**KITLA**" situated in Sodiem ward, of Village Salvador-do-Mundo, Taluka of Bardez, District of North Goa, State of Goa, Described under No. 15797, drawn at page 175 of book B-41 (New) in the Land Registration Office, presently surveyed under **Survey No. 314/9** admeasuring **1325 Sq. meters** Hereinafter referred to

as **“THE SAID PROPERTY”** and more precisely described in **SCHEDULE - I** hereunder.

**WHEREAS “THE VENDOR/ DEVELOPER”** is the absolute owner of the **“THE SAID PROPERTY”** and more precisely described in **SCHEDULE – I.**

**AND WHEREAS** the said property was originally owned and possessed by Mr. Late. Caetano Francisco D’Souza married to late Mrs. Especiosa Martin D’Souza who had two sons namely late Ligorio Alfredo Desouza and late Joaquim Xavier Dsouza.

**AND WHEREAS** said Late. Mr. Joaquim Xavier de Souza became the owner of 1/3<sup>rd</sup> of the said property by virtue of an orphanological Inventory Proceedings held through the office of the third section in the Civil Court of the Judicial Division of Bardez on the death of his father Late. Mr. Caetano Francisco de Souza as confirmed from the same Inventory Proceedings.

**AND WHEREAS**, said 2/3<sup>rd</sup> part of the said property owned by Late. Mr. Ligorio Alfredo De Souza by virtue of the Deed of Gift Intervivos dated 7/6/1934 drawn up at folio 97 onwards of Book N. 232 of the records of the then Notary Public Santa Rita Colaco as seen from the records of extracts of Inscription of transfer under no. 13614, which Gift was made by Late. Mrs. Especiosa Martin D'Souza to whom the same 2/3<sup>rd</sup> was allotted in the same Inventory Proceedings.

**AND WHEREAS** said Late. Mr. Ligorio Alfredo De Souza vide a Deed of Gift Intervivos dated 2/5/1941 drawn by the Notary of Judicial Division Santa Rita Colaco, in Book no. 306 drawn at page 16 reverse gifted 1/3<sup>rd</sup> share in the said property bearing Description no. 15797 to his brother Late. Mr. Joaquim Xavier de Souza by a Deed of Gift Intervivos dated 2/5/1941.

**AND WHEREAS** said Late. Mr. Joaquim Xavier de Souza came to be the exclusive owner in possession of the suit property. Said Late. Mr. Joaquim Xavier de Souza and his wife Late. Ascenca Florinda De Souza had four children, from their wedlock, namely, (a) Late.

Mr. Valentino D'Souza, (b) Late. Mr. Crisologo Alberto Francisco De Souza, (c) Late. Mr. Angelo D'Souza and (d) Mr. Nelson D'Souza.

**AND WHEREAS** said Late. Mr. Valentino D'Souza alias Valentino Esperaiao de Souza and wife Late. Anarita Tomasinha de Souza expired on 7/3/1996 and 25/6/2005 respectively leaving behind as their sole and universal heirs the Vendors no. 1 and 2.

**AND WHEREAS** Mr. Late. Crisologo Alberto Francisco De Souza who was married to Boanita Maurila Lobo e De Souza who expired on 10/1/2013 without leaving any issues out of his wedlock.

**AND WHEREAS** Late. Mr. Agnelo D'Souza and his wife Late. Mrs. Maria Gracy D'Souza both died on 26/06/2008 and 10/02/2005 respectively leaving behind the Vendors 5 to 9 as their only legal heirs which fact was confirmed by a Deed of Succession dated 1/12/2014 drawn in Book no. 721 at pages 86 reverse in Notary Ex-Officio at Panaji, Goa.

**AND WHEREAS** MR. ELTON PIEDADE D'SOUZA alias ELTON D'SOUZA, MRS. SUPRIYA GURUDAS BANDEKAR alias SUPRIYA G. BANDEKAR, MR. NELSON CATARINA DE SOUZA alias DESOUSA NELSON CATARINA, MRS. MARIA SACARAMENTA FALCAO alias MARIA SACRAMENTA F. D'SOUZA alias DESOUSA MARIA S., MR. CAJETAN JOAQUIM D'SOUZA alias CAJETAN JOAQUIM D SOUZA alias CAJETAN DSOUZA, MRS. MILAGRINE MASCARENHAS alias MILAGREEN D'SOUZA, MR. FRANCISCO D'SOUZA alias FRANCISCO ANGELO D'SOUZA, MRS. EMILIA NATAL FERNANDES alias EMILIA FRANCIS D'SOUZA, MISS BLANCH ASSOCIAN D'SOUZA alias BLANCHI DSOUZA, MRS. BOANITA MAURILA LOBO E DE SOUZA, hence came to be the sole owners in possession of the said property in the above manner.

**WHEREAS "THE VENDOR/ DEVELOPER"** being desirous to develop and construct building project on the said property agreed to buy **"THE SAID PROPERTY"**.

**WHEREAS "THE VENDOR/ DEVELOPER"** published a public notice on the Navind Times dated 6/9/2017 and Goadoot dated 6/9/2017 newspapers inviting objections if any for the proposed sale of the said property from general public. No objections were received by **"THE VENDOR/ DEVELOPER"**.

**AND WHEERAS “THE VENDOR/ DEVELOPER”** purchased “the said property” described in schedule I by virtue Sale deed bearing registration no. BRZ-BK1-01496-2018, CD NO. BRZD795 dated 27-03-2018 and **“THE VENDOR/ DEVELOPER”** became the absolute owner and thus **“THE VENDOR/ DEVELOPER”** has the authority to execute Agreement of Sale/ Deed of Sale/ Deed of rectification, accepting money, issue receipts, NOC, undertaking and such other deeds and documents as may be required for the sale of flats.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** obtained Technical Clearance under ref no. TPB/4277/SDM/TCP-18/2008 dated 28/05/2018 for the construction of residential building on **“THE SAID PROPERTY”** from Village panchayat of Salvador do Mundo.

**AND WHEREAS** the name of **“THE VENDOR/ DEVELOPER”** stands recorded in the occupant’s coloum in the form I &XIV in respect of **“THE SAID PROPERTY”**.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** further obtained the Construction License under license ref no. VP/ SDM/ LIC .NO .09 /2018 -19/ 391 dated 22/06/2018 for the construction of residential building on **“THE SAID PROPERTY”** from Village panchayat of Salvador Do Mundo, Bardez Goa.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** obtained SANAD with ref no. 4/118/CNV/AC-III/2018/834 dated 23/07/2018 granted by Additional Collector III, Mapusa Goa.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** also obtained sanction plan for the residential building on **“THE SAID PROPERTY”** which bears sanctioned seal from the North Town and Country Planning department under No. TPB/4277/SMD/2018/2008 dated 28/5/2018 and from the Health Officer with ref no. PHCA/ NOC/Cons/18-19/420 DATED 21/6/2018 AND from the village panchayat of Salvador Do Mundo with resolution no. 3 (1) dated 15/06/2018 Permission No, 09/2018-2019/391 dated 22/06/2018.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** is entitled and authorized to construct buildings on the said property by virtue of Sale deed bearing registration no. BRZ-BK1-01496-2018, CD NO. BRZD795 dated 27-03-2018.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** is the absolute owner in possession of the project land.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** has obtained various required approvals from various sanctioning authority as



required under to construct a project on the said property a residential building consisting of 13 apartments of those 13 apartments, FIVE apartments are 2 bhk and three apartments are 1 BHK without an open terrace and Five are 1bhk with an open terrace. The project will have stilth parking, ground floor, first floor and a second floor as shown in the approved plan and named the said approved project as **“MOTHER AGNES AND ANARITA RESIDENCY”**.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** started the construction on the said property and named the project **“MOTHER AGNES AND ANARITA RESIDENCY”** (herein after referred to as the said “Project”) being constructed on the said property more particularly described in the schedule II herein under.

**AND WHEREAS “THE VENDOR/ DEVELOPER”** has appointed Mr. Leonard Alphonso as an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

**AND WHEREAS “THE VENDOR/ DEVELOPER”** has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the

Real Estate Regulatory Authority at Panaji Goa under **No.** \_\_\_\_\_; authenticated copy is attached in Annexure;

**AND WHEREAS “THE VENDOR/ DEVELOPER”** has Mr. Rajesh Mahambrey as structural Engineer for the preparation of the structural design and drawings of the buildings and the DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by **“THE VENDOR/ DEVELOPER”** while developing the project land and the said building and upon due observance and\performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

**AND WHEREAS “THE VENDOR/ DEVELOPER”** has accordingly commenced construction of the said building/s in accordance with the said approved plans.

AND WHEREAS **“THE PURCHASER”** approached **“THE VENDOR/ DEVELOPER”** to purchase an apartment/ flat and **“THE**

**VENDOR/ DEVELOPER”** on demand from **“THE PURCHASER”**, has given inspection and copies to **“THE PURCHASER”** of all the documents of title relating to the project land and the plans, designs and specifications prepared by **“THE VENDOR/ DEVELOPER’s”** Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder; and the Purchaser has acknowledged the receipt of the same.

**AND WHEREAS “THE PURCHASER”** has approached **“THE VENDOR/ DEVELOPER”** for purchase of an a Flat bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor situated in the said building being constructed in the said Project, on the said property, hereinafter called “the said flat”, more particularly described in schedule III.

**AND WHEREAS** the carpet area as defined under clause (K) of section 2 of the said Act, of the said flat is \_\_\_\_\_ square meters and built up area is \_\_\_\_\_ sq mts.

**AND WHEREAS**, the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this

Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, prior to the execution of these presents, **“THE PURCHASER”** has paid to **“THE VENDOR/ DEVELOPER”** a sum of Rs..... (Rupees .....) only, being an advance payment for booking of the said flat as provided in section 13 of the said Act (the payment and receipt whereof **“THE VENDOR/ DEVELOPER”** both hereby admit and acknowledge) and **“THE PURCHASER”** has agreed to pay to **“THE VENDOR/ DEVELOPER”** the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, **“THE VENDOR/ DEVELOPER”** has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority **under No.** \_\_\_\_\_;

**AND WHEREAS**, under section 13 of the said Act, **“THE VENDOR/ DEVELOPER”** is required to execute a written Agreement for sale of the said flat with **“THE PURCHASER”**, and also to register the said Agreement under the Registration Act, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, **“THE VENDOR/ DEVELOPER”** hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat.

**AND WHEREAS** the authenticated copies of Certificate of Title dated 3/08/2018 issued by Mr. A. K Phadte the legal Practitioner of **“THE VENDOR/ DEVELOPER”**, showing the nature of the title of **“THE VENDOR/ DEVELOPER”** to the project land on which the Apartments are being constructed has been annexed hereto;

**AND WHEREAS** the authenticated copies of technical clearance granted by the North Town and Country Planning Department under ref no. TPB/4277/SDM/TCP-18/2008 dated 28/05/2018 have been annexed.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by developer from sanctioning authority, North Goa Town and Country Planning Department under No. TPB/4277/SMD/2018/2008 dated 28/5/2018 according to which the construction of the buildings and open spaces are proposed to be provided for on the said project and the said flat marked on it has been annexed hereto; (big plan) ( mark flat/ apartment on this)

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **“THE VENDOR/ DEVELOPER”** has proposed to construct on **“THE SAID PROPERTY”** a residential building named **“MOTHER AGNES AND ANARITA RESIDENCY”** consisting of 13 apartments of those 13 apartments, five apartments are 2 bhk and three apartments are 1 BHK without an open terrace and Five are 1bhk with an open terrace. The project will have stilt parking, ground floor, first floor and a second floor as shown in the approved plan as approved by concerned competent authority from time to time wherever applicable. Provided that **“THE VENDOR/ DEVELOPER”** shall have to obtain prior consent in writing of **“THE PURCHASER”** in respect of variations or modifications which may adversely affect the Apartment of the purchaser except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) **“THE PURCHASER”** hereby agrees to purchase from **“THE VENDOR/ DEVELOPER”** and **“THE VENDOR/ DEVELOPER”** hereby agrees to sell to **“THE PURCHASER”** Flat No. \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. Meters (hereinafter referred to as the said flat) as shown in the Approved plan thereof hereto annexed for the consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

1(b) The total aggregate consideration amount for the Flat is thus Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ Lakhs Only)

1(c) **“THE PURCHASER”** has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees..... only) as advance payment or application fee and hereby agrees to pay to **“THE VENDOR/ DEVELOPER”** the balance amount of Rs. \_\_\_\_\_/- (Rupees ..... ) in the following manner:

i. Amount of Rs. \_\_\_\_\_/- (.....) to be paid to **“THE VENDOR/ DEVELOPER”** after the execution of Agreement.

a. ii. Amount of Rs. /-(.....) (not exceeding 45% of the total consideration) to be paid to **“THE VENDOR/ DEVELOPER”** immediate upon the completion of First Slab of **“THE SAID BUILDING”**.

b. iii. Amount of Rs. /-(.....) (not exceeding 70% of the total consideration) to be paid to **“THE VENDOR/ DEVELOPER”** immediate upon the completion of First Slab of **“THE SAID BUILDING”**.

iv. Amount of Rs. /-(.....) (not exceeding 75% of the total consideration) to be paid to **“THE VENDOR/ DEVELOPER”** on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.

v. Amount of Rs. ...../- (.....) (not exceeding 80% of the total consideration) to be paid to **“THE VENDOR/ DEVELOPER”** on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs. ..../- (.....) ( not exceeding 85% of the total consideration) to be paid to the Promote on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vii. Amount of Rs. ...../- (.....) (not exceeding 95% of the total consideration) to be paid to **“THE VENDOR/ DEVELOPER”** on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.



viii. Balance Amount of Rs. ..../- (.....) against and at the time of handing over of the possession of the Apartment to **“THE PURCHASER”** on or after receipt of occupancy certificate or completion certificate.

As per the mode of payment as mutually agreed between the parties  
1(d) **The Total Price above excludes Taxes (consisting of tax paid or payable by “THE VENDOR/ DEVELOPER” by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by “THE VENDOR/ DEVELOPER”)** up to the date of handing over the possession of the Flat.

1(e) That The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. **“THE VENDOR/ DEVELOPER”** undertakes and agrees that while raising a demand on **“THE PURCHASER”** for increase in development charges, cost, or levies imposed by the competent authorities etc., **“THE VENDOR/ DEVELOPER”** shall enclose the said notification /order/ rule /regulation published /issued in that behalf to that effect along with the demand letter being issued to

the Purchaser, which shall only be applicable on subsequent payments.

1(f) that **“THE VENDOR/ DEVELOPER”** may allow, in its sole discretion, a rebate for early payments of equal instalments payable by **“THE PURCHASER”** on such terms and conditions as the parties’ mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by **“THE VENDOR/ DEVELOPER”**.

1(g) **“THE VENDOR/ DEVELOPER”** shall confirm the final carpet area that has been purchased by **“THE PURCHASER”** after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by **“THE VENDOR/ DEVELOPER”**. If there is any reduction in the carpet area within the defined limit then **“THE VENDOR/ DEVELOPER”** shall refund the excess money paid by the Purchaser within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area

purchased by **“THE PURCHASER”**, **“THE VENDOR/ DEVELOPER”** shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) **“THE PURCHASER”** authorizes **“THE VENDOR/ DEVELOPER”** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as **“THE VENDOR/ DEVELOPER”** may in its sole discretion deem fit and **“THE PURCHASER”** undertakes not to object/demand/direct **“THE VENDOR/ DEVELOPER”** to adjust his payments in any manner

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Note:

Each of the instalments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2. That **“THE VENDOR/ DEVELOPER”** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to

**“THE PURCHASER”**, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Flat.

2.2 That time is essence for **“THE VENDOR/ DEVELOPER”** as well as **“THE PURCHASER”**. **“THE VENDOR/ DEVELOPER”** shall abide by the time schedule for completing the project and handing over the Flat to **“THE PURCHASER”** and the common areas to the association of **“THE PURCHASERS”** after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all **“THE PURCHASERS”** have paid all the consideration and other sums due and payable to **“THE VENDOR/ DEVELOPER”** as per the agreement Similarly, **“THE PURCHASER”** shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by **“THE VENDOR/ DEVELOPER”**, as provided in clause 1(c) herein above. (“Payment Plan”).

3. THAT **“THE VENDOR/ DEVELOPER”** hereby declares that the Floor Area Ratio available as on date in respect of the project land is 795 square meters only and **“THE VENDOR/ DEVELOPER”** has planned to utilize Floor area ratio of 794.65 square meters availed and **“THE PURCHASER”** has agreed to purchase the said Flat based on the proposed construction and sale of apartments to be

carried out by **“THE VENDOR/ DEVELOPER”** by utilizing the proposed FAR.

4.1 That If **“THE VENDOR/ DEVELOPER”** fails to abide by the time schedule for completing the project and handing over the Flat to **“THE PURCHASER”**, **“THE VENDOR/ DEVELOPER”** agrees to pay to **“THE PURCHASER”**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by **“THE PURCHASER”**, for every month of delay, till the handing over of the possession. **“THE PURCHASER”** agrees to pay to **“THE VENDOR/ DEVELOPER”**, interest as specified in the said Rules, on all the delayed payment which become due and payable by **“THE PURCHASER”** to **“THE VENDOR/ DEVELOPER”** under the terms of this Agreement from the date the said amount is payable by **“THE PURCHASER”** to **“THE VENDOR/ DEVELOPER”**.

4.2 That without prejudice to the right of **“THE VENDOR/ DEVELOPER”** to charge interest in terms of sub clause 4.1 above, on **“THE PURCHASER”** committing default in payment on due date of any amount due and payable by **“THE PURCHASER”** to **“THE VENDOR/ DEVELOPER”** under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the purchaser’s committing three defaults of payment of instalments, **“THE VENDOR/ DEVELOPER”** shall at his own option, may terminate this Agreement: Provided that, **“THE**

**VENDOR/ DEVELOPER** shall give notice of fifteen days in writing to **THE PURCHASER**, by Registered Post AD at \_\_\_\_\_, to **THE PURCHASER** and mail at \_\_\_\_\_ 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. If **THE PURCHASER** fails to rectify the breach or breaches mentioned by **THE VENDOR/ DEVELOPER** within the period of notice then at the end of such notice period, **THE VENDOR/ DEVELOPER** shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, **THE VENDOR/ DEVELOPER** shall refund to **THE PURCHASER** (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to **THE VENDOR/ DEVELOPER**) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by **THE PURCHASER** to **THE VENDOR/ DEVELOPER** and **THE VENDOR/ DEVELOPER** shall not be liable to pay to **THE PURCHASER** any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by

**“THE VENDOR/ DEVELOPER”** in **“THE SAID BUILDING”** and in the said flat as are set out in schedule III hereto.

6. **“THE VENDOR/ DEVELOPER”** shall give possession of the flat to the Purchaser on or before \_\_\_\_\_<sup>TH</sup> day of \_\_\_\_\_ 2020. If **“THE VENDOR/ DEVELOPER”** fails or neglects to give possession of the flat to **“THE PURCHASER”** on account of reasons beyond his control and of his agents by the aforesaid date then **“THE VENDOR/ DEVELOPER”** shall be liable on demand to refund to **“THE PURCHASER”** the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date **“THE VENDOR/ DEVELOPER”** received the sum till the date the amounts and interest thereon is repaid.

Provided that **“THE VENDOR/ DEVELOPER”** shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession—

**“THE VENDOR/ DEVELOPER”**, upon obtaining the occupancy certificate from the competent authority and the payment made by

**“THE PURCHASER”** as per the agreement shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within one month from the date of issue of such notice and **“THE VENDOR/ DEVELOPER”** shall give possession of the Flat to **“THE PURCHASER”**. **“THE VENDOR/ DEVELOPER”** agrees and undertakes to indemnify **“THE PURCHASER”** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of **“THE VENDOR/ DEVELOPER”**. **“THE PURCHASER”** agrees to pay the maintenance charges as determined by **“THE VENDOR/ DEVELOPER”** or association of purchasers, as the case may be. **“THE VENDOR/ DEVELOPER”** on its behalf shall offer the possession to **“THE PURCHASER”** in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 **“THE PURCHASER”** shall take possession of the Flat within 15 days of the written notice from **“THE VENDOR/ DEVELOPER”** to **“THE PURCHASER”** intimating that the said Flats are ready for use and occupancy.

7.3 Failure of Purchaser to take Possession of the Flat upon receiving a written intimation from **“THE VENDOR/ DEVELOPER”** as per clause 7.1, **“THE PURCHASER”** shall take possession of the Flat from **“THE VENDOR/ DEVELOPER”** by paying all amounts executing necessary indemnities, undertakings and such other



documentation as specified in this Agreement, and **“THE VENDOR/ DEVELOPER”** shall give possession of the Flat to the purchaser.

In case **“THE PURCHASER”** fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Flat to **“THE PURCHASER”**, **“THE PURCHASER”** brings to the notice of **“THE VENDOR/ DEVELOPER”** any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by **“THE VENDOR/ DEVELOPER”** at his own cost and in case it is not possible to rectify such defects, then **“THE PURCHASER”** shall be entitled to receive from **“THE VENDOR/ DEVELOPER”**, compensation for such defect in the manner as provided under the Act. In case **“THE PURCHASER”** carries out any work within the Flat after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Flat, then in such an event **“THE VENDOR/ DEVELOPER”** shall not be liable to rectify or pay compensation.

But **“THE VENDOR/ DEVELOPER”** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. **THE PURCHASER** shall use the Flat or any part thereof or permit the same to be used only for purpose of office /flat for carrying on legally permissible business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. **THE PURCHASER** along with other purchaser(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as **“THE VENDOR/ DEVELOPER”** may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to **“THE VENDOR/ DEVELOPER”** within seven days of the same being forwarded by **“THE VENDOR/ DEVELOPER”** to the Purchaser, so as to enable **“THE VENDOR/ DEVELOPER”** to register the common organization of purchasers.

No objection shall be taken by the purchaser if any, changes or modifications are made in the draft bye-laws, or the Memorandum

and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority

9.1 Within 15 days after notice in writing is given by **“THE VENDOR/ DEVELOPER”** to **THE PURCHASER** that the Flat is ready for use and occupancy, **THE PURCHASER** shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s 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, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of purchasers is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the purchaser shall pay to **“THE VENDOR/ DEVELOPER”** such proportionate share of outgoings as may be determined. The purchaser further agrees that till the Purchaser’s share is so determined the purchaser shall pay to **“THE VENDOR/ DEVELOPER”** provisional monthly/yearly contribution of **Rs. 1500/- ( Rupees One Thousand Five Hundred only)** per month/annum towards the outgoings. The purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for

any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by purchaser shall be regarded as the default on the part of the purchaser and shall entitle **“THE VENDOR/ DEVELOPER”** to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The purchaser shall on or before delivery of possession of the said premises keep deposited with **“THE VENDOR/ DEVELOPER”**, the following amounts:-

- (i) Rs. 1000/- ( Rupees One Thousand Only) for share money, application entrance fee of the Society or Limited Company//Federation/Apex body .
- (ii) Rs. 2,000/- ( Rupees Two thousand Only) for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. 25,000/- (Rupees twenty Five Thousand Only) towards the gym in the said building in the said property.
- (iv) Rs. 1,000/- (Rupees One Thousand Only) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

- (v) Rs. 10,000/- ( Rupees ten thousand only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- .
- (vi) Rs. 10,000/- ( Rupees Ten thousand Only) For Deposit towards Water, Electric, and other utility and services connection charges.
- (vii) Rs. 35,000/- ( thirty Five Thousand Only) for deposits of electrical receiving, transformer and Sub-Station provided in Layout.
- (viii) Rs. Nil as legal charges
- (ix) Rs. 12,000/- as infrastructure Tax.
- (x) Rs. Nil as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
- (xi) Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_Only) as Stamp Duty and Registration Charges.

11. The purchaser shall pay to **“THE VENDOR/ DEVELOPER”** a sum of Rs. Nil for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of **“THE VENDOR/ DEVELOPER”** in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the purchaser shall pay to **“THE VENDOR/ DEVELOPER”, THE PURCHASERS’** share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the purchaser shall pay to **“THE VENDOR/ DEVELOPER”**, the Purchaser’s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

**“THE VENDOR/ DEVELOPER”** hereby represents and warrants to the purchaser as follows:–

i. **“THE VENDOR/ DEVELOPER”** has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. **“THE VENDOR/ DEVELOPER”** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and **“THE VENDOR/ DEVELOPER”** has been and shall, at all times, remain to be in compliance with all applicable laws\ in relation to the Project, project land, Building/wing and common areas;

vi. **“THE VENDOR/ DEVELOPER”** has the right to enter into this Agreement and has not committed or omitted to perform any act or

thing, whereby the right, title and interest of the purchaser created herein, may prejudicially be affected;

vii. **“THE VENDOR/ DEVELOPER”** has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner , affect the rights of purchaser under this Agreement;

viii. **“THE VENDOR/ DEVELOPER”** confirms that **“THE VENDOR/ DEVELOPER”** is not restricted in any manner whatsoever from selling the said Flat to the purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of purchasers **“THE VENDOR/ DEVELOPER”** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. **“THE VENDOR/ DEVELOPER”** has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever ,



payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon **“THE VENDOR/ DEVELOPER”** in respect of the project land and/or the Project except those disclosed in the title report.

14. **“THE PURCHASER”**/s or himself/themselves with intention to bring all persons into whosoever hands the flat may come, hereby covenants with **“THE VENDOR/ DEVELOPER”** as follows:-

(i) To maintain the Flat at the Purchaser’s own cost in good and tenantable repair and condition from the date the possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Flat 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 flat is

situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by **“THE VENDOR/ DEVELOPER”** to the purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. 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.

(iv) Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside

colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the 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 flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of **“THE VENDOR/ DEVELOPER”** and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(vi) 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 project land and the building in which the flat is situated.

(vii) Pay to **“THE VENDOR/ DEVELOPER”** within fifteen days of demand by **“THE VENDOR/ DEVELOPER”**, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing

infrastructure like water, electricity, sewerage or any other service connection to the building in which the Flat is situated.

(viii) 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 Flat by the purchaser for any purposes other than for purpose for which it is sold.

(ix) The purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the flat until all the dues payable by the purchaser to **“THE VENDOR/ DEVELOPER”** under this Agreement are fully paid up.

(x) **“THE PURCHASER”** shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments/ 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. The purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use

of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. **“THE VENDOR/ DEVELOPER”** has maintain a separate account in respect of sums received by **“THE VENDOR/ DEVELOPER”** from the purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 or of the said Plot and Building or any part thereof. The purchaser shall have no claim save and except in respect of the Flat along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-purchased inventory shall continue to remain the property of **“THE VENDOR/ DEVELOPER”** until sold/purchased.

17. **“THE VENDOR/ DEVELOPER”** SHALL NOT MORTGAGE OR CREATE A CHARGE

After **“THE VENDOR/ DEVELOPER”** executes this Agreement he shall not mortgage or create a charge on the Flat and if any such

mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the purchaser who has taken or agreed to take such Flat.

#### 18. BINDING EFFECT

Forwarding this Agreement to the purchaser by **“THE VENDOR/ DEVELOPER”** does not create a binding obligation on the part of **“THE VENDOR/ DEVELOPER”** or the purchaser until, firstly, the purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by **“THE VENDOR/ DEVELOPER”**. If **“THE PURCHASER”** fails to execute and deliver to **“THE VENDOR/ DEVELOPER”** this Agreement within 30 (thirty) days from the date of its receipt by the purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by **“THE VENDOR/ DEVELOPER”**, then **“THE VENDOR/ DEVELOPER”** shall serve a notice to **“THE PURCHASER”** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by **“THE PURCHASER”**, application of **“THE PURCHASER”** shall be treated as cancelled and all sums deposited by the purchaser in connection therewith

including the booking amount shall be returned to the purchaser without any interest or compensation whatsoever

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#### 19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/building, as the case may be.

#### 20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes

**SCHEDULE I WITH DETAILS OF THE PROPERTY :**

All that parcel of land admeasuring **1325 Sq. Mts.**, presently surveyed under Survey No. 314/9, at Village Salvador Do Mundo, within the limits of the Village Panchayat of Salvador Do Mundo, Taluka and Registration Sub District of Bardez, North Goa District, State of Goa, described in the land Registration Office under No. 15797 drawn at page 175 of book B-41 ( New), not enrolled in the taluka revenue office and bounded as Follows:-

On the North: - By the property of the heirs of Francisco Salvador Felizarddo De Miranda.

On the South: - By Public Road



On the East: - Public Road

On the West: - by the drain of rain waters.

## **SCHEDULE II:**

### **SPECIFICATIONS OF THE SAID PROJECT**

**Structure:** RCC framed structure, 23 cms thick external walls, 11 cms thick partition walls.

**Flooring:** 80 x 80 cm & above Ceramic tiles. Tiles: Bell /Regency /Vormora Etc.

**Decor:** Internal-Cement plaster with Neeru finish with Plastic Paint.

**External** - Double coat sand faced cement plaster with cement paint of Apex.

**Doors & Windows:** Main door of Teak wood. All other doors flush, varnished or oil painted.

Windows of Jack or other wood /Aluminum.

**Common Toilet:** Floors & Walls tiles full height in ceramic tiles. European commode, wash basin & shower. Toilet fittings Jaquar/Marc equivalent. WC, Wash basin, Parryware, Hindware equivalent

**Electrical:** Concealed Electrical fittings with copper wiring and Anchor Roma or equivalent type switches. 3/1 phase electricity connection, concealed conduit wiring with adequate points for lights, fans and plugs. Concealed cable TV, Telephone and internal cables. Provision for A/c.

Provision for Back up inverter.

**Roof:** RCC roof, partly sloping, finished with Water Proofing and roof Tiles.

**Common Amenities:** landscaped Gardens, Sump / overhead tank, open car & Vehicles parking place & internal road.

IN WITNESS WHEREOF the parties hereto have signed this Agreement of Sale at Mapusa, Goa, on the day, month and the year first herein above written, in the presence of the witness, who has also signed herein under.

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**SCHEDULE III WITH DETAILS OF THE FLAT:**

Flat No. " \_\_\_\_\_ " on the \_\_\_\_\_ **Floor** having its built up area \_\_\_\_\_ **sq. mts** including incidence of staircase in the project named "**MOTHER AGNES HILLTOP RESIDENCY**", constructed on the said property described in the Schedule I hereinabove, situated at Village Aldona, shown as such in the plan annexed hereto, within the limits of Village Panchayat of Aldona, Taluka of Bardez, District of North Goa and State of Goa, and bounded as follows:-

**On the North:-**

**On the South:-**

**On the East:-**

**On the West:-**

SIGNED AND DELIVERD BY  
WITH NAMED “**THE VENDOR/ DEVELOPER**”  
MEGA STRUCTURES REALESTATE LIMITED  
REPRESENTED BY ITS MANAGING DIRECTOR,  
MR. RAJKUMAR GADGE.

\_\_\_\_\_

**MR. RAJKUMAR GADGE**

L. H. F. Prints

R. H. F. Prints

(1) \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

(5) \_\_\_\_\_

...26/-

SIGNED AND DELIVERD BY  
WITH NAMED  
**"PURCHASER NO1"**

\_\_\_\_\_

L. H. F. Prints

R. H. F. Prints

(1) \_\_\_\_\_

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

(5) \_\_\_\_\_

...27/-

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WITNESSES:-

1. \_\_\_\_\_

2. \_\_\_\_\_

...29/-

Received of and from the Purchaser above named the sum of Rupees \_\_\_\_\_ on Execution of this agreement towards Earnest Money Deposit or Application Fee.

I say Received.

The Promoter:

