

Agreement

This Agreement made at mapusa this _____st day of _____ in the year Two Thousand and Eighteen.

BETWEEN

- 1. MRS. SUVARNA SURESH NAIK BANDODKAR**, wife of late Suresh Naguesh Naik Bandodkar, 61 years of age, widow, housewife, Indian National, bearing Pan Card No. AKZPB7043H and Adhaar Card Number 2723 8637 7082 resident of H.No. 109/A, Cuxem, Corjuem, Aldona, Bardez-Goa.
- 2. MRS. SWITA SURESH BANDODKAR alias SANJANA MAHENDRA GOVENKAR**, daughter of late Suresh Naguesh Naik Bandodkar and wife of Mahendra Govenkara, age 37 years, married, housewife, Indian National, bearing Pan Card Number BADPG5335A and Adhaar Card Number 2729 7049 6281, resident of H. No. 456, Guddem, Siolim, Bardez- Goa.
- 3. MR. NAGUESH alias NAGESH SURESH BANDODKAR**, Son of late Suresh Naguesh Naik Bandodkar, 35 years of age, married, service, Indian national, bearing PAN card number BIAPB6689R Adhaar Card Number 5937 3084 2284 and his wife,

- 4. MRS. HARSHA BANDODKAR**, wife of Naguesh alias Nagesh Suresh Bandodkar, 32 years of age, Married housewife, Indian national, bearing PAN Card No. CRTPB9716N and Adhaar Card Number 9838 8937 6798 both residents of House No. 109/ A Cuxem, Corjuem, Aldona, bardez Goa.
- 5. MRS. SONIA SURESH BANDODKAR, alias SONIA MAHESH DESAI**, daughter of late Suresh Naguesh Naik Bandodkar, and wife of Mr. Mahesh Desai age 32 years, married, Indian national, bearing PAN Card No. AVQPB2516H and Adhaar card bearing number 4949 9474 9922 and her husband
- 6. MR. MAHESH BABURAV DESAI**, son of Baburav Desai, 38 years of age, married, businessman, bearing Pan Card Number APXPD7453C Adhaar Card Number 7770 1199 8801 both residents of flat No 202, building I-1, Sattadhar Arcade, near Peddem ground, Mapusa Bardez-Goa.
- 7. MR. MAHIENDRA GOVEKAR**, son of Manohar Govekar, age 40 years, Service, Married, Indian national, PAN card No. ASLPG6598A and Adhar card no. 2189 6868 1783, resident of H. No. 456, Guddem, Siolim, Bardez- Goa hereinafter referred to as **“THE VENDORS”** (which term shall include its heirs, executors, administrators and assigns) of the First Part;

AND

1. MEGA STRUCTURES REALESTATE LIMITED, duly registered under the Companies Act 2013, having its registered office at office no. 301, 302, 305 & 306, 3rd floor, Commerce Centre Building, Opposite old Mapusa Municipality, Mapusa, Bardez- Goa 403507, having CIN-U70109GA2016PLC012911, PAN card No. AAKCM4883A and duly represented herein by its Managing Director Mr. Rajkumar Raju Gadge, son of Mrs. Agnes Gadge and late Mr. Raju Gadge, aged 37 years, unmarried, resident of House No.762/B, Khoirut, Aldona, Bardez - Goa, , Indian National, Businessman, having duly authorized, vide Board resolution dated 28/07/2016 passed by the Board of Directors of the company, hereinafter referred to as **“THE DEVELOPER”** of the Second 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**", hereinafter referred to as "the purchaser of the Third PART.

WHEREAS by an Agreement of Sale dated 12-03-2018, bearing registration no. BRZ-BK1-01208-2018, CD NO. BRZD795 executed between VENDORS of the One Part and the DEVELOPER of the Other Part the Vendors granted to the Developer, development and sale rights to the freehold land lying and being at Aldona, the property known as "VISSOLAVELY Muddy", also known as "SANTARSHET" situated at Aldona, within the Jurisdiction of Village Panchayat of Aldona, Taluka and Sub District of Bardez, District of North Goa, State of Goa, neither found described in the Registration Office of Bardez at Mapusa nor found enrolled in the Taluka Revenue Office, Surveyed under survey No. 383/1 of Village Aldona, admeasuring an area of 2350 sq mts Hereinafter referred to as "**THE SAID PROPERTY**" and more precisely described in **SCHEDULE - I** hereunder.

WHEREAS "THE VENDORS" are the absolute owners of the "**THE SAID PROPERTY**" and more precisely described in **SCHEDULE - I.**

WHEREAS the said entire property was originally owned and possessed by Comunidade of Aldona (Boa Esperanca) “**THE SAID PROPERTY**” was allotted to Joaquim Xavier Lobo which is registered in the Book of Tombo under No. 1527 in the name Joaquim Xavier Lobo which was confirmed by certificate dated 10/10/2014 of comunidade of Aldona thus Joaquim Xavier Lobo acquired absolute title to “**THE SAID PROPERTY**”.

WHEREAS the Said Joaquim Xavier Lobo died leaving behind his only heir Smt. Ana Paula D’Souza alias Ana Paul Lobo and “**THE SAID PROPERTY**” stands in favor of Ana Paul D’Souza and the same is confirmed by Form III issued by Talathi of Aldona in respect of survey No. 383/1 of village Aldona issued by Talathi of Aldona.

AND WHEREAS Form No. 9 certifies that Ana Paula D’Souza alias Ana Paul Lobo is occupant before surveys were conducted and the same is recorded on 02/11/1971 in the Index of Lands.

WHEREAS the Said Smt. Ana Paul D’Souza alias Ana Paul Lobo sold and transferred “**THE SAID PROPERTY**” to Shri Suresh Naguesh Naik Bandodkar, under a Deed of Sale and conveyance dated 04/03/1985, which deed is registered in the office of the Sub Registrar of Bardez, under Reg. No. 53 at pages 43 to 47 of book 1 Volume No. 234 dated 29/1/1987.

WHEREAS the Said Shri Suresh Naguesh Naik Bandodkar died leaving behind his widow, moiety holder and half share Mrs. Suwarna Suresh Naik Bandodkar and as sole and universal heirs namely Swita Suresh Bandodkar, Naguesh Suresh Bandodkar and Sonia Suresh Bandodkar, which fact was confirmed by Deed of Succession dated 20/2/2006 drawn in the office Notary Book Deeds

No. 810 at pages 19v to 21 dated 20/2/2006;

WHEREAS The names of Mrs. Suvarna Suresh Naik Bandodkar, Swita Suresh Bandodkar, Naguesh Suresh Bandodkar and Sonia Suresh Bandodkar stands recorded in the occupant's column in the form 1 & XVI in respect of survey No. 383/1 of village Aldona;

WHEREAS by letter vide NO. TPBZ/ZON/1076/ALD/TCP-14/2943 dated 19/9/2014 issued by Town & Country Planning Department, Mapusa stated that **"THE SAID PROPERTY"** survey No. 383/1 of Village Aldona falls in settlement Zone as per the Regional Plan of Goa 2001 AD (reference plan) and also as per regional plan for Goa 2021 .

WHEREAS Mrs. Suvarna Suresh Naik Bandodkar and others with the intention of developing **"THE SAID PROPERTY"** obtained all NOC for construction of residential building after obtaining the necessary permissions and licences from the concerned Authorities, namely Town and Country Planning Department, Mapusa granted Technical Clearance Oder vide its No. TPB/1292/TCP/15/498 dated 5/2/2015, conversion Sanad bearing No. RB/CNV/BAR/AC-I/95/2014 dated 11/6/2015 granted by Additional Collector – I Panaji, Permission No. VAP/P.10/1002/15-16 dated 15/7/2015 issued by the Village Panchayat of Aldona.

WHEREAS "THE VENDORS" who are the absolute owners in possession of **"THE SAID PROPERTY"** with a clear, marketable title, have now agreed to sell **"THE SAID PROPERTY"** to **"THE DEVELOPER"**, Along with all above approval permissions obtained for the development of a project on **"THE SAID**

PROPERTY” along with all ownership right over **“THE SAID PROPERTY”** mentioned herein above for the development and sell of the said property.

WHEREAS “THE VENDORS” obtained Nil Encumbrance Certificate dated 4th March 2001 to 9th February 2016 from the sub registrar of Mapusa.

WHEREAS “THE DEVELOPER” being desirous to develop and construct building project on the said property has agreed to buy **“THE SAID PROPERTY”** from **“THE VENDORS”**, Along with all approval permission obtained all ownership right over of **“THE SAID PROPERTY”**.

WHEREAS “THE DEVELOPER” published a public notice on Herald Newspaper and Lokmant dated 13/2/2018 inviting objections if any for the proposed sale of the said property from general public. No objections were received by **“THE PURCHASER”** hence **“THE VENDORS”** and **“THE DEVELOPER ”** have entered into this Agreement of Sale in the following terms.

AND WHEREAS by virtue of Power Of Attorney, bearing registration no. BRZ-BKPOA- 00013-2018, CD NO. BRZD795 on 12-03-2018, issued by **“THE VENDORS”** gave **“THE DEVELOPER”** 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 DEVELOPER” further obtained the renewed License under license ref no. VPA/F-14/961/18-19 dated 13/07/2018 for the construction of residential building on **“THE SAID PROPERTY”** from Village panchayat of Aldona

AND WHEREAS “THE DEVELOPER” obtained Technical Clearance (Revised) under ref no. TPB/1292/ALD/TCP/18/3230 dated 31/07/2018 for the construction of residential building on **“THE SAID PROPERTY”** from Village panchayat of Aldona.

AND WHEREAS “THE DEVELOPER” obtained revised Construction License under license no. VPA/F-14/1372/18-19 dated 18/08/2018 for the construction of residential building on **“THE SAID PROPERTY”** from Village panchayat of Aldona.

AND WHEREAS “THE DEVELOPER” also obtained the revised 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/1292/ALD/TCP-18/3230 dated 31/07/2018 and from the Health Officer with ref no. PHCA/ NOC/Cons/ 2018-19/773 DATED 16/08/2018 and from the village panchayat of Aldona with resolution no. I (5) dated 13/8/2018.

AND WHEREAS “THE DEVELOPER” is entitled and authorized to construct buildings on the said property by virtue Agreement of Sale dated 12-03-2018, bearing registration no. BRZ-BK1-01208-2018, CD NO. BRZD795 executed between THE VENDORS and The DEVELOPER and Power Of Attorney bearing registration no. BRZ-BKPOA- 00013-2018, CD NO. BRZD795 on 12-03-2018, issued by **“THE VENDORS”** gave **“THE DEVELOPER**

AND WHEREAS “THE DEVELOPER” is in possession of the project land.

AND WHEREAS “THE 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 19 apartments of those 19 apartments, thirteen apartments are 2 bhk without an open terrace and One is a 2bhk apartment with an open terrace and three apartments are 1 BHK without an open terrace and two 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 HILLTOP RESIDENCY”**.

AND WHEREAS the developer started the construction on the said property and named the project “**MOTHER AGNES HILLTOP 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 DEVELOPER has appointed Mr. Rajesh Mahambrey 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 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 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 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 DEVELOPER has accordingly commenced construction of the said building/s in accordance with the said approved plans.

AND WHEREAS by virtue of Power Of Attorney, bearing registration no. BRZ-BKPOA- 00013-2018, CD NO. BRZD795 on 12-03-2018,, **the DEVELOPER** has sole and exclusive right to sell the Apartments/ Flats in **THE SAID PROJECT** to be constructed by **THE DEVELOPER** on **THE SAID PROPERTY** and to enter into Agreement/s with the purchaser of the Apartments / Flats to receive the sale consideration in respect thereof;

AND WHEREAS **THE PURCHASER** approached **THE VENDOR** to purchase an apartment/ flat to **THE DEVELOPER** on demand from **THE PURCHASER**, **the DEVELOPER** 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 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 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 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 DEVELOPER**”

both hereby admit and acknowledge) and **“THE PURCHASER”** has agreed to pay to **THE DEVELOPER** the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, “THE 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 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 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 27/08/2018 issued by Mr. A. K Phadte the legal Practitioner of **“THE DEVELOPER”**, showing the nature of the title of **“THE 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/1292/ALD/TCP/18/3230 dated 31/07/2018 . 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. No. TPB/1292/ALD/TCP-18/3230 dated 31/07/2018 and 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 DEVELOPER”** has proposed to construct on **“THE SAID PROPERTY”** a residential building named **“MOTHER AGNES HILLTOP RESIDENCY”** consisting of 19 apartments of those 19 apartments, thirteen apartments are 2 bhk without an open terrace and One is a 2bhk apartment with an open terrace and three apartments are 1 BHK without an open terrace and two 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 as approved by concerned competent authority from time to time wherever applicable. Provided that **“THE 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

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1.a (i) **THE PURCHASER** hereby agrees to purchase from **THE DEVELOPER** and **THE 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 DEVELOPER**” the balance amount of Rs. _____/- (Rupees) in the following manner:

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

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

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

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iv. Amount of Rs. /-(.....) (not exceeding 75% of the total consideration) to be paid to “**THE 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 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 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 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 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/takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. **“THE 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 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 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 DEVELOPER”**.

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1(g) **“The 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 DEVELOPER”**. If there is any reduction in the carpet area within the defined limit then **“THE 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 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 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 DEVELOPER”** may in its sole discretion deem fit and **“THE PURCHASER”** undertakes not to object/demand/direct **THE 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 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 DEVELOPER”** as well as **“THE PURCHASER”**. **“THE 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 PURCHASER’S”** have paid all the consideration and other sums due and payable to **“THE 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 DEVELOPER”**, as provided in clause 1(c) herein above. (“Payment Plan”).

3. THAT **“THE DEVELOPER”** hereby declares that the Floor Area Ratio available as on date in respect of the project land is 1410 square meters only and **“THE DEVELOPER”** has planned to utilize Floor area ratio of 1282.79 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 DEVELOPER”** by utilizing the proposed FAR.

4.1 That If **“THE DEVELOPER”** fails to abide by the time schedule for completing the project and handing over the Flat to **“THE PURCHASER”**, **“THE 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 DEVELOPER"**, interest as specified in the said Rules, on all the delayed payment which become due and payable by **"THE PURCHASER"** to **"THE DEVELOPER"** under the terms of this Agreement from the date the said amount is payable by **"THE PURCHASER"** to **"THE DEVELOPER"**.

4.2 That without prejudice to the right of 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 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 DEVELOPER"** shall at his own option, may terminate this Agreement: Provided that, **"THE 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 DEVELOPER"** within the period of notice then at the end of such notice period, **"THE DEVELOPER"** shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, **“THE 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 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 DEVELOPER”** and **“THE 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 DEVELOPER”** in **“THE SAID BUILDING”** and in the said flat as are set out in schedule III hereto.

6. **“THE DEVELOPER”** shall give possession of the flat to the Purchaser on or before 30TH day of June 2020. If **“THE 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 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 DEVELOPER”** received the sum till the date the amounts and interest thereon is repaid.

Provided that **“THE 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 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 DEVELOPER”** shall give possession of the Flat to **“THE PURCHASER”**. **“THE 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 DEVELOPER”**. **“THE PURCHASER”** agrees to pay the maintenance charges as determined by **“THE DEVELOPER”** or association of purchasers, as the case may be. **“THE 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 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 DEVELOPER”** as per clause 7.1,” **THE PURCHASER”** shall take possession of the Flat from **“THE DEVELOPER”** by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and **“THE 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 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 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 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 DEVELOPER** shall not be liable to rectify or pay compensation.

But **THE 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 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 DEVELOPER** within seven days of the same being forwarded by **THE DEVELOPER** to the Purchaser, so as to enable **THE 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 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**

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 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 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 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

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(iii) 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

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(iv) Rs. 10,000/- (Rupees ten thousand only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

.

(v) Rs. 10,000/- (Rupees Ten thousand Only) For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. 35,000/- (thirty Five Thousand Only) for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vi) Rs. Nil as legal charges

.

(vii) Rs. 12,000/- as infrastructure Tax.

(viii) Rs. Nil as Corpus in respect of the Society or Limited Company/Federation/Apex Body

.

(ix) Rs. _____/- (Rupees _____Only) as Stamp Duty and Registration Charges.

11. The purchaser shall pay to **THE DEVELOPER** a sum of Rs. Nil for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of **THE 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 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 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 DEVELOPER hereby represents and warrants to the purchaser as follows:-

i. **THE 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 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 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 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 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 DEVELOPER** confirms that **THE 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 DEVELOPER** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. **THE 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 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 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 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 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 DEVELOPER within fifteen days of demand by the 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 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 DEVELOPER** has maintain a separate account in respect of sums received by **THE 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 DEVELOPER** until sold/purchased.

17. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After **THE 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 DEVELOPER** does not create a binding obligation on the part of **THE 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 DEVELOPER**. If the purchaser fails to execute and deliver to the 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 DEVELOPER**, then **THE 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

.

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 **2350 Sq. Mts.**, presently surveyed under Survey No. 383/1, at Village Aldona, within the limits of the Village Panchayat of Aldona, Taluka and Registration Sub District of Bardez, North Goa District, State of Goa, neither found nor enrolled in the Taluka Revenue office.

“The Said Property” is bounded as under: -

On the North: - By Public Road;

On the South: - Property of Adriano Colaco, survey No. 383/2;

On the East: - Public Road

On the West: - Public Road.

**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.

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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:-

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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SIGNED AND DELIVERD BY
WITH NAMED "**THE VENDOR**"
MEGA STRUCTURES REALESTATE LIMITED
REPRESENTED BY ITS MANAGING DIRECTOR,
MR. RAJKUMAR GADGE AND FOR
THE VENDORS.

MR. RAJKUMAR GADGE

L. H. F. Prints

R. H. F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

...26/-

-26-

SIGNED AND DELIVERD BY
WITH NAMED "**THE 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:

