FOR CITIZENCREDIT™
CO-OP BANK LTD Authorised Dignatory

Mapusa Branch, No G - 1, Ground Floor, Block D - 1, Boshan Houses, Mapusa, Goa - 463 567

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G O A NON JUDICIAL

GOA

Name of Purchaser MR. RAJKumor RAJU GADGE

96/2/2018



## AGREEMENT OF SALE

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This Agreement of Sale is executed on this 26th day of February 2018 at Mapusa - Goa.

## 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 7082resident 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 Govenkar, 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 herein represented by his wife by Power of Attorney executed on 30/08/2016, with regeneration No. 367/14 Sr.No 2564/16 before Adv. Vikesh K Harmalkar and his wife

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- 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 NagueshNaikBandodkar, 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. MAHENDRA GOVEKAR, son of Manohar Govenkar, age 40 years, Service, Married, Indian national, PAN card No. ASLPG6598A and Adhar card no. 2189 6868 1783, resident of H. No. 456,

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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 & 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 PURCHASER" (which term shall include its heirs, executors, administrators and assigns) of the Second Part.



## WHEREAS:

**WHEREAS** Vendor no 2, Vendor no. 3 and Vendor no.4 Vendor No. 5 and Vendor No. 6 are being represented by Vendor no.1 as their duly constituted attorney vide a Power

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of attorney executed on the 13th day of October, 2014 at Mapusa, before the Notary Vikesh K. Harmalkar, registered under Serial no. 1267/14.

WHEREAS there exists a 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 sqmts and bounded as under:

East: Public Road West: Public Road North: Public road

South: Property of Adriano Colaco; survey No. 383/2 Hereinafter referred to as "THE SAID PROPERTY" and more

precisely described in **SCHEDULE - A** hereunder,

WHEREAS the said entire property was originally owned and possessed by Communidade of Aldona (Boa Esperanca) "THE SAID PROPERTY" was allotted to Joaquim Xavier Lobo and has paid the for corresponding to 20 annuities ·whichis registered in the Book of Tombo under No. 1527 in the name of Joaquim Xavier Lobo; and thus 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;

WHEREAS "THE SAID PROPERTY" stands in favor of Ana Paul D'Souza and the same is confirmed by Form III and Form No. 9 (Index of Lands) in respect of survey No. 383/1 of village Aldona issued by Talathi of Aldona.

WHEREAS the Said Smt. Ana Paul D'Souza alias Ana Paul Lobo solo 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. Suwaena Suresh Naik Bandodkar alias Suvarna 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 (Kept in hold)

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 5/2/2012, 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. All this permissions approvals obtained by "The Vendors" for the development of "The Said Property" hereinafter called "The Approved Project"

Whereas "The Purchaser" shall be entitled to immediately on execution of this Agreement make any changes/alteration/modification to "The Said Approved Project" on "The Said Property" and incase such changes /alteration /modification are made by "The Purchaser" to "The Said Approved Project" on "The Said Property" such

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redesigned, modified/ altered project hereinafter will be called "The Proposed Project". And as and when such project is approved from various sanctioning authorities will herein after called "The Said Reapproved Project" on the said property.

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" along with approved project on "The Said Property" to Purchaser", 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 Purchaser" being desirous to DEVELOPE AND CONSTRUCT building project on "The Said Property" has agreed to buy "The Said Property" from "The Vendors", Along with the approved project on "The Said Property"

WHEREAS "The Purchaser" 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 Purchaser" have entered into this Agreement of Sale in the following terms.

# NOW THEREFORE THIS AGREEMENT WITNESSES AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETOAS UNDER:

Vendors" hereby agree to sell "The Said 1. "The Property" Along with "The Said Approved Project" on "The Said Property" along with all ownership rights title, interest over "The Said Proprty" known as "VISSOLAVELY Muddy", also known "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, Surveyed under survey No. 383/1 of Village Aldona, admeasuring an area of 2350 sq mts more particularly described in Schedule A to "The Purchaser" for a full and final consideration of Rs. 1,80,000,00/- (Rupees One Crore eighty Lakhs Only), payable by cheque by the said Purchaser to the said Vendors in the following manner:

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a. Rs. 5,00,000/- (Rupees Five lakhs Only) to be paid by cheque No. 034552 drawn on The Bicholim Urban Co- Operative Bank Ltd, Mapusa branch dated 26/02/2018 in the name of Vendor No. 1

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- b. Balance Rs. 1,75,00,000/- (Rupees One CoreSeventy Five Lakhs Only) to be paid in 5 stages.
  - i) 1st stage payment of Rs. 35,00000/- (Rupees Thirty Five Lakhs Only) will be paid within 3 months from signing this agreement in the following manner:
    - Rs. 8,75,000/- (Rupees Eight Lakhs

      Seventy Five Thousand Only) to be paid by
      way of postdated cheque bearing cheque no.
      034553 drawn on The Bicholim Urban CoOperative Bank Ltd, Mapusa branch dated
      31/05/2018 in the name of Vendor No. 1.
    - Rs. 8,75,000/- (Rupees Eight Lakhs

      Seventy Five Thousand Only) to be divided
      between Vendor No. 2 and Vendor No 7. In
      the following manner:

Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to be

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paid by way of postdated cheque bearing cheque no. 034554 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/05/2018 in the name of Vendor No.2 AND Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034555 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/05/2018 in the name of Vendor No.7.

- Amount Rs. 8,75,000/- (Rupees Eight
  Lakhs Seventy Five Thousand Only) to be
  divided between Vendor No. 3 and Vendor No
   4. In the following manner:
- Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034556 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa

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branch dated 31/05/2018 in the name of Vendor No.3 AND Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no.034557 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/05/2018 in the name of Vendor No.4.



Amount Rs. 8,75,000/- (Rupees Eight
 Lakhs Seventy Five Thousand Only) to be divided between Vendor No. 5 and Vendor No.

 In the following manner:

❖ Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no. 034558 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/05/2018 in the name of Vendor No.5 AND Rs. 4,37,500/- (Rupees

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Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no.034559

The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/05/2018 in the name of Vendor No.6.

ii) Second stage payment of Rs. 35,00000/(Rupees Thirty Five Lakhs Only) will be
paid within 6 months from signing this
agreement in the following manner:

• Rs. 8,75,000/- (Rupees Eight Lakhs

Seventy Five Thousand Only) to be paid by
way of postdated cheque bearing cheque no.
034560 drawn on The Bicholim Urban CoOperative Bank Ltd Mapusa branch dated
31/08/2018 in the name of Vendor No.1.

Amount Rs. 8,75,000/- (Rupees Eight
 Lakhs Seventy Five Thousand Only) to be
 divided between Vendor No. 2 and Vendor No.

7. In the following manner:

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\* Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no. 034561 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/08/2018 in the name of Vendor No.2 AND Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no. 034562 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/08/2018 in the name of Vendor No.7.

Amount Rs. 8,75,000/- (Rupees Eight Lakhs Seventy Five Thousand Only) to be divided between Vendor No. 3 and Vendor No. 4. In the following manner:

\* Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no. 034563 drawn on The Bicholim

Urban Co- Operative Bank Ltd Mapusa branch dated 31/08/2018 in the name of Vendor No.3 AND Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034564 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/08/2018 in the name of Vendor No.4.



Amount Rs. 8,75,000/- (Rupees Eight Lakhs Seventy Five Thousand Only) to be divided between Vendor No. 5 and Vendor No. 6. In the following manner:

\* Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034565 The Bicholim Urban Co-Operative Bank Ltd Mapusa branch dated 31/08/2018 in the name of Vendor No.5 AND

Rs. 4,37,500/- (Rupees Four Lakhs Thirty

Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034566 drwan on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/08/2018 in the name of Vendor No.6.

- iii) Third stage payment of Rs. 35,00000/(Rupees Thirty Five Lakhs Only) will be
  paid within 9 months from signing this
  agreement in the following manner:
- Rs. 8,75,000/- (Rupees Eight Lakhs

  Seventy Five Thousand Only) to be paid by
  way of postdated cheque bearing cheque
  no.034567 drawn on The Bicholim Urban CoOperative Bank Ltd Mapusa branch dated
  30/11/2018 in the name of Vendor No.1.
- Amount Rs. 8,75,000/- (Rupees Eight
  Lakhs Seventy Five Thousand Only) to be
  divided between Vendor No. 2 and Vendor No
  7. In the following manner:

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Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034566 drwan on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/08/2018 in the name of Vendor No.6.

- iii) Third stage payment of Rs. 35,00000/(Rupees Thirty Five Lakhs Only) will be paid within 9 months from signing this agreement in the following manner:
- Rs. 8,75,000/- (Rupees Eight Lakhs

  Seventy Five Thousand Only) to be paid by
  way of postdated cheque bearing cheque
  no.034567 drawn on The Bicholim Urban CoOperative Bank Ltd Mapusa branch dated
  30/11/2018 in the name of Vendor No.1.
- Amount Rs. 8,75,000/- (Rupees Eight
  Lakhs Seventy Five Thousand Only) to be
  divided between Vendor No. 2 and Vendor No
  7. In the following manner:

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❖ Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no.034568 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 30/11/2018 in the name of Vendor No.2 AND Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no.034569 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 30/11/2018 in the name of Vendor No.7.

Amount Rs. 8,75,000/- (Rupees Eight
 Lakhs Seventy Five Thousand Only) to be divided between Vendor No. 3 and Vendor No.

 In the following manner:

Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no.034570 drawn on The Bicholim

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Urban Co- Operative Bank Ltd Mapusa branch dated 30/11/2018 in the name of Vendor No.3 AND Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no.034571 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 30/11/2018 in the name of Vendor No.4.

Amount Rs. 8,75,000/- (Rupees Eight
 Lakhs Seventy Five Thousand Only) to be divided between Vendor No. 5 and Vendor No.

 6. In the following manner:

\* Rs. 4,37,500/- (Rupees Four Lakhs Thirty

Seven Thousand Five Hundred Only) to

bepaid by way of postdated cheque bearing

cheque no. 034572 drawn on The Bicholim

Urban Co- Operative Bank Ltd Mapusa

branch dated 30/11/2018 in the name of

Vendor No,5 AND Rs. 4,37,500/- (Rupees

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Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034573 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 30/11/2018 in the name of Vendor No.6.

- iv) Forth stage payment of Rs. 35,00000/(Rupees Thirty Five Lakhs Only) will be paid within 12 months from signing this agreement in the following manner:
- Rs. 8,75,000/- (Rupees Eight Lakhs

  Seventy Five Thousand Only) to be paid by
  way of postdated cheque bearing cheque no.
  034576 drawn on The Bicholim Urban CoOperative Bank Ltd Mapusa branch dated
  28/2/2019 in the name of Vendor No.1.
- Amount Rs. 8,75,000/- (Rupees Eight

  Lakhs Seventy Five Thousand Only) to be
  divided between Vendor No. 2 and Vendor No.

7. In the following manner:

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\* Rs. 4,37,500/- (Rupees Four Lakhs Thirty
Seven Thousand Five Hundred Only) to
bepaid by way of postdated cheque bearing
cheque no.034577 drawn on The Bicholim
Urban Co- Operative Bank Ltd Mapusa
branch dated 28/2/2019 in the name of
Vendor No.2 AND Rs. 4,37,500/- (Rupees
Four Lakhs Thirty Seven Thousand Five
Hundred Only) to bepaid by way of postdated
cheque bearing cheque no. 034578 drawn on
The Bicholim Urban Co- Operative Bank Ltd
Mapusa branch dated 28/2/2019 in the
name of Vendor No.7.



- Amount Rs. 8,75,000/- (Rupees Eight

  Lakhs Seventy Five Thousand Only) to be
  divided between Vendor No. 3 and Vendor No

  4. In the following manner:
- Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing

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cheque no.034579 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 28/2/2019 in the name of Vendor No.3 AND Rs. 4,37,500/- (Rupees Four Lakhs Thirty Seven Thousand Five Hundred Only) to bepaid by way of postdated cheque bearing cheque no.034580 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 28/2/2019 in the name of Vendor No.4.



Amount Rs. 8,75,000/- (Rupees Eight
 Lakhs Seventy Five Thousand Only) to be
 divided between Vendor No. 5 and Vendor No
 6. In the following manner:

\* Rs. 4,37,500/- (Rupees Four Lakhs Thirty

Seven Thousand Five Hundred Only) to

bepaid by way of postdated cheque bearing

cheque no. 034581 drawn on The Bicholim

Urban Co- Operative Bank Ltd Mapusa

branch dated 28/2/2019 in the name of

Vendor No.5 AND Rs. 4,37,500/- (Rupees

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Four Lakhs Thirty Seven Thousand Five Hundred Only) to be paid by way of postdated cheque bearing cheque no. 034582 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 28/2/2019 in the name of Vendor No.6.

v) 5th stage payment of Rs. 35,00,000/- (Rupees
Thirty five Lakhs Only), from which 1% TDS
has been deducted, that is Rs. 1,80,000/- on the
total price of the said property Rs.
1,80,00,000/- (Rupees One Crore Eighty
Lakhs Only). Balance of Rs. 33,20,000/(Rupees Thirty Three lakhs Twenty Thousand
Only) will be paid within 15 months from
signing this agreement in the following manner:

Rs. 7,52,000/- (Rupees Seven Lakhs Fifty Two
Thousand Only) to be paid by way of postdated
cheque bearing cheque no. 034583 drawn on The
Bicholim Urban Co- Operative Bank Ltd Mapusa
branch dated 31/5/2019 in the name of Vendor
No.1.

• Amount Rs. 10,54,000/- (Rupees Ten Lakhs

Fifty Four Thousand Only) to be divided

between Vendor No. 2 and Vendor No 7. In the

following manner:

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\* Rs. 5,27,000/- (Rupees Five Lakhs Twenty
Seven Thousand Only) to be paid by way of
postdated cheque bearing cheque no 034584
drawn on The Bicholim Urban Co- Operative
Bank Ltd Mapusa branch dated 31/5/2019
in the name of Vendor No.2 AND Rs.
5,27,000/- (Rupees Five Lakhs Twenty
Seven Thousand Only) to be paid by way of
postdated cheque bearing cheque no 034585
drawn on The Bicholim Urban Co- Operative
Bank Ltd Mapusa branch dated 31/5/2019in
the name of Vendor No.7.

- Amount Rs. 10,54,000/- (Rupees Ten Lakhs Fifty Four Thousand Only) to be divided between Vendor No. 3 and Vendor No. 4. In the following manner:
- \$ 5,27,000/- (Rupees Five Lakhs Twenty Seven Thousand Only) to be paid by way of postdated cheque bearing cheque no 034586 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/5/2019in

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the name of Vendor No.3 AND Rs. 5,27,000/- (Rupees Five Lakhs Twenty Seven Thousand Only) to be paid by way of postdated cheque bearing cheque no 03458 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/5/2019in the name of Vendor No.4.

Amount Rs. 4,60,000/- (Rupees Four Lakhs Sixty Thousand Only) to be divided between Vendor No. 5 and Vendor No 6. In the following manner:

\* Rs. 2,30,000/- (Rupees Two Lakhs thirty Thousand Only) to be paid by way of postdated cheque bearing cheque no 034588 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/5/2019in the name of Vendor No.5 AND Rs. 2,30,000/- (Rupees Two Lakhs thirty Thousand Only) to be paid by way of postdated cheque bearing cheque no 034589



the name of Vendor No.3 AND Rs. 5,27,000/- (Rupees Five Lakhs Twenty Seven Thousand Only) to be paid by way of postdated cheque bearing cheque no 03458 drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/5/2019in the name of Vendor No.4.

Amount Rs. 4,60,000/- (Rupees Four Lakhs Sixty Thousand Only) to be divided between Vendor No. 5 and Vendor No 6. In the following manner:

\* Rs. 2,30,000/- (Rupees Two Lakhs thirty
Thousand Only) to be paid by way of
postdated cheque bearing cheque no 034588
drawn on The Bicholim Urban Co- Operative
Bank Ltd Mapusa branch dated 31/5/2019in
the name of Vendor No.5 AND Rs.
2,30,000/- (Rupees Two Lakhs thirty
Thousand Only) to be paid by way of
postdated cheque bearing cheque no 034589

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drawn on The Bicholim Urban Co- Operative Bank Ltd Mapusa branch dated 31/5/2019 in the name of Vendor No.6, the receipt whereof the said Vendors do hereby acknowledge.



2. "The Vendors" will take approval from "The Purchaser" before depositing the post dated cheques on their due dated. Due to any reason if "The Purchaser" requests "The Vendors" not to deposit cheques on their due dates in such circumstances any delay in payment of this amount of the postdated cheques as mentioned above shall attract 14% interest p.a. from the date of delay till the

said cheque is cleared. /

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drawn on The Bicholim Urban Co- Operative
Bank Ltd Mapusa branch dated 31/5/2019
in the name of Vendor No.6, the receipt
whereof the said Vendors do hereby
acknowledge.



2. "The Vendors" will take approval from "The Purchaser" before depositing the post dated cheques on their due dated. Due to any reason if "The Purchaser" requests "The Vendors" not to deposit their cheques on their due dates in such circumstances any delay in payment of this amount of the postdated cheques as mentioned above shall attract 14% interest p.a. from the date of delay till the

said cheque is cleared.

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- 3. That "The Purchaser" shall be entitled to immediately on execution of this Agreement make any changes/alter/modification to "The Said Approved Project" on "The Said Property".
- 4. All the Sanads / Permissions / Licenses etc. as are necessary for developing and constructing on "The Said Property", shall be obtained by "The Purchaser" in the name of "The Vendors" at the cost of "The Purchaser".
- 5. On signing of this Agreement of sale "The Vendors" hand over all the original documents of "The Said Property" and "The Purchaser" will be entitle to enter on the "The Said Property" with full right and authority with man and material to commence, carry and complete "The Said Approved/Proposed/Reapproved Project" on "The Said Property" at the cost of "The Purchaser". and/or over/other person /third parties.
- 6. THAT "The Purchaser" shall be entitled to sell or agree to sell "The Said Property" along with "The Said Approved project" on "The Said Property".

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7. That "The Purchaser" shall be entitled to sell or agree to sell all the Flats, Shops, Garages etc of "The Proposed Project" and "Said Reapproved Project" to be built/built on "The Said Property" along with the proportionate undivided rights/share over "The Said Property" more fully described in the Schedule "I" herein to any prospected purchaser/s and /or other person / third parties. That "The Purchaser" shall not require any further consent or confirmation for Sale of "The Said Property" and "The Said Reapproved Project" on "The Said Property" provided all the payment mentioned above are made to "The Vendors".



- 8. That "The Purchaser" shall be entitled to advertise on newspapers & / or through any other media and to enter into any agreement/s with any person/s whomsoever to sell "The Said Proposed/ Reapproved Project" on "The Said Property".
- 9. That the profit and losses arising out of completion and sale of "The Said Proposed/ Reapproved Project" by "The Purchaser" to third parties as

aforesaid shall be the responsibility of "The Purchaser", except any claim/dues, for "The Said Property" of any third party due to any agreements or obligations created by "The Vendors" which shall be settled by "The Vendors" at their own cost.

10. That all the cost & expenses for the completion and sale of "The Said Proposed/ Reapproved Project" on "The Said Property" shall be borne by "The Purchaser",



- 11. That all the profits and losses arising out of the transactions between "The Purchaser" and third parties with respect to development & sale of "The Said Property" and "The Said Proposed/Reapproved Project" shall exclusively accrue to "The Purchase" & be enjoyed by him without any objection from any party to this contract.
- 12. That "**The Vendors**" shall, at the time of execution of the present agreement, execute an irrevocable "Power Of Attorney" in favor of "**The Purchaser**"., authorizing

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him to develop, sale, mortgage, encumber, transfer, convey, "The Said Property" Along with "The Said Approved/Proposed/Reapproved Project" on "The Said Property" along with the proportionate share in "The Said Property" in the manner desired and required by him and at his own cost.

- 13. THAT "The Purchaser" is entitled to mortgage/ Encumber "The Said Property/ Approved/ Proposed/ Reapproved Project" on the following terms and conditions:
  - a. "The Vendors" shall give "The Purchaser" the right for equitable mortgage of "The Said Property" for obtaining construction loan and the said released loan will be used by "The Purchaser" to develop "The Said Approved/Proposed/ Reapproved Project" on "The Said Property".
  - b. "The Vendors" shall not be responsible / liable for any kind of loan liability on mortgage of "The Said Property".

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- c. "The Vendors" shall have the first right to purchase/buy back "The Said Property" from the bank, in case "The Purchaser" defaults in paying loan.
- 14. THAT on the completion of "The Said Reapproved Project" & after the above agreed payment has been made by "The Purchaser" to "The Said Property" and "The Said Reapproved Project" shall be conveyed or transferred to "The Purchaser", his nominees and /or other person/s / third parties, as directed by "The Purchaser", in accordance with law, by "The Vendors".
- 15. **THAT** All costs / expenses pertaining to this Agreement such as stamp duty, registration fees, miscellaneous expenses at Registrar's office, shall be borne by **"The Purchaser"**.

16. **THAT "The Vendors"** represents that it has a clear title to enter into this Agreement and hereby indemnifies "**The Purchaser"** against any losses that may be suffered by "**The Purchaser"** in the event of any claim arising for defect in title of "**The Vendors**" in respect of "**The Said Property**".

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- 17. **THAT "The Vendors"** represents that there are no proceedings for acquisition or requisition pending in respect of "**The Said Property"** or any part thereof and further "**The Said Property"** is not sub-judice or subject matter of any pending suit, litigation or proceedings.
- 18. **THAT "The Vendors"** represents that there are no dues / charges / encumbrances, etc. on **"The Said Property"** and in case anything turns up then **"The Vendors"** shall make good the same.
- 19. **THAT "The Said Property"** is situated in Aldona, Bardez Taluka and therefore this Agreement of Sale is presented for its registration before the Sub-Registrar of Bardez at Mapusa.
- 20. **THAT** this agreement is without possession.
- 21. **THAT** the Parties hereby declare that neither of them belong to ST/SC community including the erstwhile owners of "**The Said Property**"; as declared by the Government of Goa pursuant to the Notification No.RD/LAND/LRC /318/77 dated 21-08-1978.
- 22. All the parties of this contract hereby agree that this Agreement constitutes the sole and complete Agreement between them in respect of "The Said Property" and correctly sets forth their rights and obligations to each other. This cannot be changed except by their written consents.

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## SCHEDULE - A

All that 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, described in the Book of Tombo of the Communidade of Aldona under no. 1527. "The Said Property" is not registrar in the land Registration Office of Bardez at Mapusa nor found enrolled in the Taluka Land Revenue Office, Surveyed under survey No. 383/1 of Village Aldona, admeasuring an area of 2350 sqmts and bounded as under:

East: Public road West: Public road North: Public road

South: Property of Adriano Colaco; survey No. 383/2

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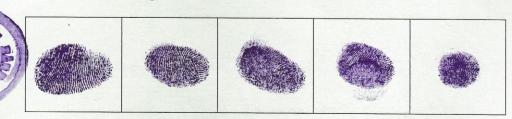
OWN THE REST

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED "THE VENDOR NO. 1"

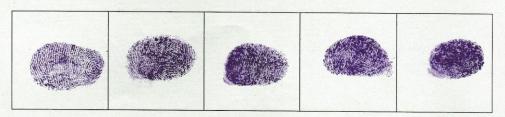
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MRS. SUVARNA SURESH NAIK BANDODKAR

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SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED "THE VENDOR NO. 2"

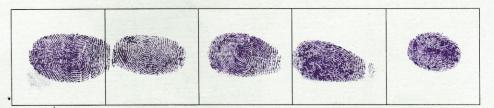


MRS. SWITA SURESH BANDODKAR alias SANJA MAHENDRA GOVENKAR

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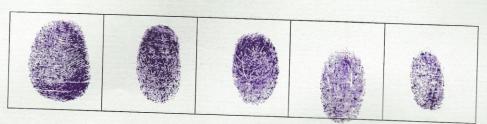


MR. HARSHA BANDODKAR

Right Hand Finger Prints.



Left Hand Finger Prints.



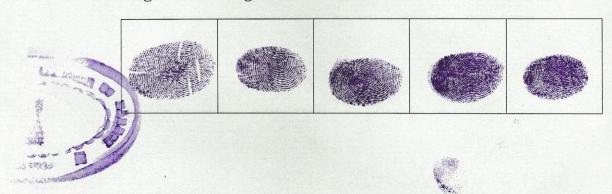
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SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED "THE

**VENDOR No.6"** 

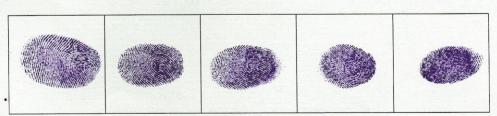


MR. MAHESH BABURAV DESAL

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SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED "THE VENDOR No.7"



MR.MAHENDRA GOVENKAR

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"THE PURCHASER" MEGA
STRUCTURES REALESTATE
LIMITED REPRESENTATED BY
ITS MANAGING DIRECTOR,
MR. RAJKUMAR RAJU GADGE



MR. RAJKUMAR RAJU GADGE

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Sworna S. Bandodkaz

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## SIGNED, EXECUTED AND DELIVERED IN THE PRESENCE OF FOLLOWING WITNESSES.

1. John

Juega Junandes Flat No. BF2 Keshkinda Apt Mapusa, Bardeg-Goa . 403507

2. Sawart

Supriya Sawart

H.No.924, Sawartwada,

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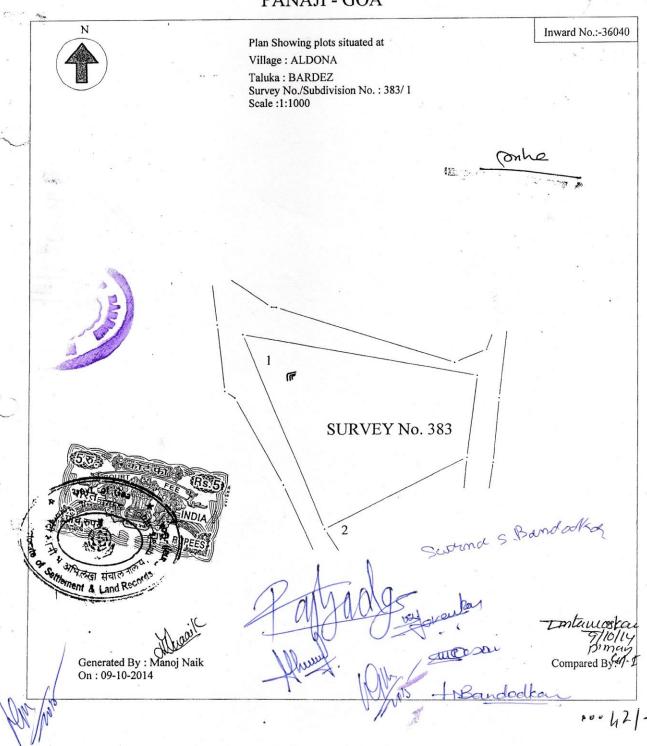
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## GOVERNMENT OF GOA Directorate of Settlement and Land Records PANAJI - GOA



## Office of Sub-Registrar Bardez

## Government of Goa

Print Date & Time: 26-02-2018 03:22:53 PM

Document Serial Number: 975

Presented at 02:44:00 PM on 26-02-2018 in the office of the Sub-Registrar (Bardez) Along with fees paid as follows:

Sr. No	Description	Rs. Ps
1	Registration Fee	500.00
2	Processing Fees	630.00
	Total:	1130.00

Stamp Duty Required:

522000.00

Stamp Duty Paid: 522000.00

## Rajkumar Raju Gadge presenter

Name	Photo	Thumb Impression	Signature
Rajkumar Raju Gadge, S/o Late Raju Gadge, UnMarried, Indian, age 37 Years, Business, r/oH. no 762/B, Khoirut, Aldona ardez Goa. Managing Director of Mega Structures Realestate Limited, having office at 301,302 & 306,3rd floor Commerce Centre Bldg, Opp.Old Mapusa Muncipality, Mapusa Bardez Goa. VIDE PAN CARD NO AAKCM4883A vide resolution dated 28/7/2017.			Latheras

## **Endorsements**

## Executant

1 . Harsha Bandodkar, W/o Nagesh @ Nagesh Suresh Bandodkar , Married,Indian,age 32 Years,Business,r/oH.no 109/A,Cuxem,Corjuem,Aldona Bardez Goa. For Self & as POA holder for Vendor no 3 POA dated 30/8/2016, before Adv Notary Vikesh K.Harmalkar at Bardez vide reg no 367/14 Sr. no 2564/16.

Photo	Thumb Impression	Signature
		InBandodkan

**2** . Suvarna Suresh Naik Bandodkar, W/o Late Suresh Naguesh Naik Bandodkar, Widow,Indian,age 61 Years,House-Wife,r/oH.no 109/A,Cuxem,Corjuem,Aldona Bardez Goa.

Photo	Thumb Impression	Signature
		Swama & Boundodtas

3 . Swita Suresh Bandodkar @ Sanjana Mahendra Govenkar, D/o Late Suresh Naguesh Naik Bandodkar, Married,Indian,age 37 Years,House-Wife,r/oH.no 456,Guddem,Siolim Bardez Goa.

Thumb Impression	Signature
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	Thumb Impression

4 . Sonia Suresh Bandodkar @ Sonia Mahesh Desai, D/o Late Suresh Naguesh Naik Bandodkar, Married,Indian,age 32 Years,House-Wife,r/oFlat no 202,Bldg no I-1,Sattadhar,Arcade,Nr, Peddem ground.Mapusa Bardez Goa.

Photo	Thumb Impression	Signature
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**5** . Mahesh Baburav Desai, s/o Baburav Desai, Married,Indian,age 38 Years,Business,r/oFlat no 202,Bldg no I-1,Sattadhar,Arcade,Nr, Peddem ground.Mapusa Bardez Goa

Photo	Thumb Impression	Signature
		Manual.

**6** . Mahendra Govekar, S/o Manohar Govenkar, Married,Indian,age 40 Years,Service,r/oH.no 456,Guddem,Siolim Bardez Goa.

Photo	Thumb Impression	Signature
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		Wy is '

7. Rajkumar Raju Gadge, S/o Late Raju Gadge, UnMarried, Indian, age 37 Years, Business, r/oH.no 762/B, Khoirut, Aldona Bardez Goa. Managing Director of Mega Structures Realestate Limited, having office at 301,302 & 306,3rd floor Commerce Centre Bldg, Opp.Old Mapusa Muncipality, Mapusa Bardez Goa. VIDE PAN CARD NO AAKCM4883A vide resolution dated 28/7/2017.

Photo	Thumb Impression	Signature
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## Identification

Sr No.	Witness Details	Signature
	Valerina Fernandes , D/o Martin Fernandes,UnMarried,Indian,age 26 Years,Service,r/o Nr. Church of Reis Magos,Bardez Goa	Venandes
2	Valery Fernandes , D/o Victor Fernandes, UnMarried, Indian, age 22 Years, Service, r/o 52/6, Arao, Pomburpa Bardez Goa.	a contraction of the contraction

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Signature:-

Designed and Developed by C-DAC, ACTS, Pune

SUBBORDEZ

975/2018

Book-1 Document
Registration Number BRZ-BK1-01208-2018
CD Number BRZD795 on
Date 12-03-2018

Sub-Registrat Barde

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Signature:-

Designed and Developed by C-DAC, ACTS, Pune