

**AGREEMENT FOR CONSTRUCTION CUM SALE**

This Agreement for Construction cum Sale is made at Mapusa - Goa on this \_\_\_\_ day of April of the year 2019.

**B E T W E E N**

I. **M/S. M. G. DEVELOPERS**, a Partnership Firm having its registered office at Office No. 6-B, 6<sup>th</sup> Floor, R. R. Tower, Angod, Mapusa, Bardez – Goa 403507, holding **PAN Card No. AAZFM7603G**, through its Partners, **SHRI. RAVI RAMESHCHANDRA GOHIL**, son of Shri. Rameshchandra S. Gohil, 33 years, married, holding **PAN Card No. AIDPG2808H**, **Aadhaar Card No. 3796-8387-8512**, resident of Plot No. 26, PDA Colony, Matruchaya, Alto- Porvorim, Bardez – Goa, Ph. No. 9158502071 and **SHRI. DIPESH GORDHAN MAKADIA**, son of Mr. Gordhan Jivraj Makadia, 45 years, married, holding **PAN Card No. AAIPM2515N**, **Aadhaar Card No. 2577-9011-9580**, resident of Flat No. G007, 1<sup>st</sup> Floor, Devashree Garden, Alto – Porvorim, Goa, Ph. No. 9423056125, hereinafter called the '**BUILDER/ DEVELOPERS/ VENDORS**' (which expression shall unless repugnant to the context or the meaning thereof shall mean and include its legal representatives, successors, executors and assigns) of the **ONE PART**;

**A N D**

II. \_\_\_\_\_, son/ daughter/ wife of \_\_\_\_\_, \_\_\_\_\_ years, married/ unmarried, occupation, holding PAN Card No. \_\_\_\_\_, Aadhaar Card No. \_\_\_\_\_, resident of \_\_\_\_\_, Ph. No. \_\_\_\_\_ hereinafter called the '**PURCHASER/s/ ALLOTEE/s/ FINANCER/s**', (which expression shall unless repugnant to the context or the meaning thereof shall mean and include his/her/their heirs, legal representatives, successors, executors and assigns) of the **OTHER PART**;

Both the parties herein are Indian Nationals / NRI;

**AND WHEREAS**

1. Within a limit of Mapusa Municipal Council there exist property known as ALL THAT PROPERTY known as "KELEACHEM BATA" OR "MIRSANGACHEM BATA" or "TOLEACHEM" situated in Khorlim of

Mapusa, within the limits of the Mapusa Municipal Council, Taluka and Sub District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under No. 4399 of Book No. B-12 New not enrolled in the Taluka Revenue Office, surveyed in the City Survey of Mapusa under Chalta No. 47 of P. T. Sheet No. 119 admeasuring 3024 square meters and is bounded as follows:

EAST: By Small Lane., WEST: By Road., NORTH: By property of this heirs of

Luis Gonsalves da Silva Godear., SOUTH: By Road. The same is described in Schedule I.

2. That the property bearing Chalta no. 47 P T Sheet no. 119 belongs to Late Marcelino M. N. Braganza and after the death of said Marcelino M. N. Braganza the said property was allotted to his son Estacio Newton Braganza.

3. That Estacio Newton Braganza expired on 25.6.1976 leaving behind his wife MRS MARIA TERESA GLADYS BRAGANZA alias GLADYS BRAGANZA as his widow, half sharer and the following sole and universal heirs: MRS. GENEVEFFA BRAGANZA MCQUIRE alias GENNY MCQUIRE and her husband MR. JOHN MCQUIRE, MS. RITA ADOLFINA GIOVANA BRAGANZA, unmarried, MS. MARIA NIVETTE BRAGANZA, unmarried,

4. That said MRS MARIA TERESA GLADYS BRAGANZA alias GLADYS BRAGANZA initiated Inventory Proceeding before Civil Judge Junior Division at Mapusa bearing Inventory No. 40/07/E and in the said inventory proceeding in the chart of allotment the property bearing Chalta no. 47 of P T Sheet no. 119 allotted to MRS MARIA TERESA GLADYS BRAGANZA alias GLADYS BRAGANZA by order dated 31/03/2008.

5. That after the completion of the Inventory Proceeding the said MRS MARIA TERESA GLADYS BRAGANZA alias GLADYS BRAGANZA sold out the said entire property bearing Chalta no. 47 of P T sheet no. 119 to Mr. Mangaldas Shambhu Gad by virtue of Sale Deed dated 31/10/2008. The same is registered under registration no. BRZ-BK1-00075-2009, CD No. BRZD16, vide dated 07/01/2009.

6. That the said Mr. Mangaldas Shambhu Gad made a mutation in his property by virtue of mutation case no. 212015 and subsequently said MR. MANGALDAS SHAMBHU GAD and his wife MRS. ANNAPURNA M. GAD subdivided the property bearing Chalta no. 47 of P T Sheet no. 119 and Plot "B" admeasuring 500 sq. mts. sold out to M/s M. G. Developers by Sale Deed dated 17/01/2018, the same deed is registered under no. BRZ-BK1-00481-2018, CD No. BRZD793, of Book I document, vide dated 24/01/2018.

7. That the M/s M. G. Developers/Vendor/Builder filled the Mutation case no. 2124448 before Inspector of City Survey and Land Records, Mapusa, Bardez Goa and the same office finally allowed the Mutation by order and same is confirmed on 30/04/2018 by Inspector of City Survey and Land Records, Mapusa, Bardez Goa.

8. That after the completion of Mutation procedure M/s M. G. Developers/Vendor/Builder applied for partition before Deputy Collector and Sub Division Office Bardez at Mapusa in order to separate the property and obtain separate survey number. The said Mutation Case was registered under no. 15/200/2018/PART/LAND and finally it is confirmed by order dated 15/10/2018 and separate Survey number was allotted bearing no. Chalta no. 47-A of P T Sheet no. 119.

9. Thereafter M/s M. G. Developers/Vendor/Builder applied for permission under section 44 of Town and Country Planning Act 1974 before North Goa Planning and Development Authority to construct multi storeyed building in the property bearing Chalta No. 47-A of P T Sheet no. 119 situated at Khorlim Mapusa Goa. After going to all the documents North Goa Planning and Development Authority granted permission on 18/01/2019. Beside permission from North Goa Planning and Development Authority M/s M. G. Developers/Vendor/Builder applied for NOC with Electricity Department, Urban Health Centre and PWD office for the construction of Residential cum Commercial Building in the same property.

10. After obtaining permission from North Goa Planning and Development Authority M/s M. G. Developers/Vendor/Builder applied

for License with Mapusa Municipal Council, the same council granted the License on 27/02/2019 bearing no. 25. The same license is valid for a period of Three years. Subsequently M/s M. G. Developers/Vendor/Builder applied for Conversion Sanad before Deputy Collector and Sub Divisional Office and finally Conversion Sanad granted by the Office on 01/03/2019.

11. Beside this the M/s M. G. Developers/Vendor/Builder already done personally search before Sub Registrar of Bardez for the last 30 years on 25/03/2019 and it clears no mortgage, hypothecation, whatsoever nature lien is created on the said property bearing Chalta No. 47-A of P T sheet no. 119 situated at Khorlim Mapusa Goa and also obtain Nil Encumbrances certificate since from 17/01/2018 to till date 01/04/2019.

12. After Completing all the formalities M/s M. G. Developers/Vendor/Builder floated a scheme in property bearing Chalta no. 47-A of P T Sheet No. 119 known as "M. G. Sapphire".

13. The M/s M. G. Developers/Vendor/Builder is entitled and authorize to construct the multi storage building in the property bearing Chalta no. 47-A of P T Sheet No. 119 in accordance with permission and license granted by appropriate authority.

14. That M/s M. G. Developers/Vendor/Builder is in possession of the said property bearing Chalta no. 47-A of P T Sheet No. 119, situated at Khorlim, Mapusa Goa admeasuring an area of 500 sq. mtrs.

15. That M/s M. G. Developers/Vendor/Builder floated a scheme of development by name "M. G. Sapphire" thereon consist of Flats and Shops of different area.

16. That the Purchaser/s/allottee/s has/ have approached M/s M. G. Developers/Vendor/Builder after having seen verified all the documents pertaining to the title of the property bearing Chalta no. 47-A of P T Sheet No. 119 of the M/s M. G. Developers/Vendor/Builder all plan, layout, specification and as well

as the overall scheme development of the plot bearing Chalta no. 47-A of P T Sheet No. 119 for allotment/ purchase of residential flat / commercial shop in the “M. G. Sapphire” situated on \_\_\_\_ floor and which apartment/ flats/Shop is duly identified herein as Apartment/ Flat/Shop no. \_\_\_\_ in the plan annexed. The apartment/ flats/Shop no. \_\_\_\_ having Rera Carpet area of \_\_\_\_ sq. mtrs., along with \_\_\_\_ sq. mtrs. of exclusive balcony and the Super built up area of the said **Apartment/Flats/Shops** is \_\_\_\_ sq. mtrs.. Hereinafter referred to only SAID APARTMENT/ FLATS categorically agreed more particularly described in Schedule III.

17. M/s. M. G. Developers/Vendor/Builder has registered the project known as “M. G. Sapphire” under the provision of Real Estate (Regulation and Development) Act 2016 and rule framed there under with the Real Estate Regulatory Authority Act no. \_\_\_\_\_ Authenticated copy is attached in annexure.

18. M/s M. G. Developers/Vendor/Builder by virtue of Sale Deed dated 17/01/2018 registered under no. BRZ-BK1-00481-2018, CD No. BRZD793, of Book I document, vide dated 24/01/2018 has sole and exclusive right to sell APARTMENT/ FLATS /SHOPS in the said Project constructed in the property bearing Chalta no. 47-A of P T Sheet No. 119 by means of initially at construction stage executing Agreement for Sale and after completion (with occupancy Certificate) the APARTMENT/ FLATS /SHOPS final Sale Deed to be executed.

19. That the Purchaser/s/Allottee/s/Financer/s has/have approached the M/s M. G. Developers/Vendor/Builder after having seen and verified all the documents pertaining to the title of the property bearing Chalta no. 47-A of P T Sheet No. 119 situated at Khorlim, Mapusa Goa, all plans, layout, specification and as well as overall scheme of development floated for allotment/ Purchase of APARTMENT/ FLATS /SHOPS in “M. G. Sapphire” being constructed in the property Chalta no. 47-A of P T Sheet No. 119 (herein referred to the building consist of only one staircase) situated on \_\_\_\_\_ floor and which APARTMENT/ FLATS /SHOPS herein duly identified as a APARTMENT/ FLATS /SHOPS no. \_\_\_\_\_ and plan is annexed having Rera Carpet area of \_\_\_\_ sq. mtrs. along with \_\_\_\_ sq. mtrs.

exclusion of balcony/varandah/ passage/staircase area appurtenant to the Rera Carpet area for exclusive use of the Purchaser/s/allottee/s and along with the one stilt car park (**only for the flat**) more particularly described in Schedule III herein under written.

20. That Purchaser/s/allottee/s/ Financer/s confirm that the M/s M. G. Developers/Vendor/Builderv has given inspection to the Purchaser/s/allottee/s /Financer/s of all the documents title relating to the “M. G. Sapphire” and the plan design specification and of such other document are specified under the Real Estate (Regulation and Development Act 2016) herein after referred to **SAID ACT** and rules and regulation made thereunder, and the Purchaser/s/allottee/s/Financer/s has acknowledge the receipt of the same.

21. That the authenticated copies of the certificate of title issued by Advocate/Legal Practitioner of the M/s M. G. Developer/Vendor/Builder showing the nature of the title of the M/s M. G. Developer/Vendor/Builder to the said property bearing Chalta no. 47-A of P T Sheet No. 119 on which APARTMENT/ FLATS /SHOPS are to be constructed have been annexed hereto (approved Plan).

22. That the authenticated copies of the plan of layout as proposed by M/s M. G. Developers/Vendor/Builder and same is approved by NGPDA (North Goa Planning and Development Authority), Mapusa Municipal Council, and accordingly construction of the building and open space if any proposed to be provided for the said project “M. G. Sapphire”.

23. That the authenticated copies of the plan and specification of APARTMENT/ FLATS /SHOPS agreed to be purchase by Purchaser/s/allottee/s/Financer/s as sanctioned and approved by the NGPDA (North Goa Planning and Development Authority), Mapusa Municipal Council forms a part and parcel of the this present Agreement.

24. That at the time of sanctioning the plans by concern competent authorities and / or Government has laid down certain terms

conditions stipulation and restriction which are to be observed and perform by M/s M. G. Developers/Vendor/Builder while developing the said property bearing Chalta no. 47-A of P T Sheet No. 119 and building constructed thereon and upon the due observance and performance of which only completion or occupancy certificate in respect to said "M. G. Sapphire" project shall be granted by concerned competent authorities.

25. That M/s M. G. Developers/Vendor/Builder has accordingly commenced the construction of the said project "M. G. Sapphire" in the property bearing Chalta no. 47-A of P T Sheet No. 119 in accordance with the said proposed plan.

26. M/s M. G. Developers/Vendor/Builder and Purchaser/s/ allottee/s/ Financer/s 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.

27. That Purchaser/s/allottee/s/Financer/s has/have agreed to pay above said a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for the purchase of the said APARTMENT/ FLATS /SHOPS as per mode of payment prescribed in Schedule no. IV herein under written.

28. That the M/s M. G. Developers/Vendor/Builder is required to execute written agreement for sale of the said APARTMENT/ FLATS /SHOPS with the Purchaser/s/allottee/s/Financer/s being in effect these present and also to be registered said agreement under the Registration Act.

29. In accordance with the terms and condition set out in this agreement and as mutually agreed upon by and between the parties namely M/s M. G. Developers/Vendor/Builder hereby agreed to sell and the Purchaser/s/allottee/s/Financer/s hereby agreed to Purchase the said APARTMENT/ FLATS /SHOPS.

**NOW THIS AGREEMENT FOR CONSTRUCTION CUM SALE WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:-**

(1) M/s M. G. Developers/Vendor/Builder shall under normal condition construct in the above said new residential cum commercial building consist of ground plus four floors as per approved plan. The said **Apartment/Flats/Shops** bearing **No. \_\_\_\_** admeasuring an Rera Carpet area of \_\_\_\_ **sq. mtrs.** along with balcony (if in case of Flat) and corresponding super built up area of the **Apartment/Flats/Shops** is \_\_\_\_ **sq. mts.**, in the said building known as "M. G. SAPPHIRE" as per the plan and specification seen and approved by the Purchasers/Financers with such variation and alteration, as the M/s M. G. Developers/Vendor/Builder may consider necessary or as may be required by the Architect of the M/s M. G. Developers/Vendor/Builder or by any authority to be made in them or in any of them (subject to M/s M. G. Developers) showing such variation and alteration to the Purchaser/s/allottee/s/Financer/s. The Purchaser/s/allottee/s/Financer/s hereby expressly consent to such variation and alteration to same and the M/s M. G. Developers/Vendor/Builder shall not be required to take any further permission from the Purchaser/s/allottee/s/Financer/s for the same. The said \_\_\_\_ **No. \_\_\_\_** is more particularly described in the Schedule No. III hereunder on the plan thereof annexed hereto and thereon is shown surrounding by red coloured boundary lines and hereinafter for brevity's sake shall be referred to as the said **Apartment/Flats/Shops** and shall be constructed as per the specification described in details in **Schedule IV** herein annexed.

(2) The M/s M. G. Developers/Vendor/Builder do hereby agree to sell the said **Apartment/Flats/Shops** together with the corresponding undivided share of rights in the said plot to the Purchaser/s/allottee/s/Financer/s on completion of the construction of the said **Apartment/Flats/Shops** in all respect for a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).**

(3) If the Purchaser/s/allottee/s/Financer/s desires to get some variations done in the specifications detailed in Schedule IV hereinafter appearing and if the M/s M. G.

Developers/Vendor/Builder agrees to effect such variations as desired by the Purchaser/s/allottee/s/Financer/s subject to Purchaser/s/allottee/s/ Financer/s giving in writing details of such changes to the M/s M. G. Developers/Vendor/Builder the Purchaser/s/allottee/s/Financer/s shall have to pay the additional cost of such changes/additions before the relative item of work is taken up for execution and for the purpose of payment it shall be considered as an extra item of work.

(4) The M/s M. G. Developers/Vendor/Builder shall deliver the said **Apartment/Flats/Shops** for use and occupation of the Purchaser/s/allottee/s/Financer/s on or before 36 months (plus 6 months grace period) from the date of this Agreement for construction cum sale thereof provided all the amounts due and payable by the Purchaser/s/allottee/s/Financer/s under this Agreement are paid by the Purchaser/s/allottee/s/Financer/s to the M/s M. G. Developers/Vendor/Builder. The M/s M. G. Developers/Vendor/Builder shall by notice in writing intimate the completion of the said **Apartment/Flats/Shops** to the Purchaser/s/allottee/s/Financer/s and the Purchaser/s/allottee/s/Financer/s shall within 15 days of the receipt of the said notice, take delivery of the said **Apartment/Flats/Shops**.

(5) If the Purchaser/s/allottee/s/Financer/s commits default in payment of any of the installments aforesaid on their respective due dates, time being the essence of the contract and/or in observing and performing any of the terms and conditions of this Agreement. M/s M. G. Developers/Vendor/Builder shall, without prejudice to the other rights be at liberty to terminate this Agreement by giving a prior written notice of 30 days. M/s M. G. Developers/Vendor/Builder shall however on such termination, refund to the Purchaser/s/allottee/s/Financer/s the amount if any, which may have till then been paid by the Purchaser/s/allottee/s/Financer/s to the M/s M. G. Developers/Vendor/Builder but without any further amount by way of interest or otherwise on terminating this Agreement under this clause, shall be at liberty to allot and dispose of the said **Apartment/Flats/Shops** to any other person as the M/s M. G. Developers/Vendor/Builder may deem fit and proper for such

consideration as the M/s M. G. Developers/Vendor/Builder may determine and the Purchaser/s/allottee/s/Financer/s shall not be entitled to question this act of the M/s M. G. Developers/Vendor/Builder and/or to claim any amount from the M/s M. G. Developers/Vendor/Builder without prejudice to right of terminating the present agreement in case of default in payment of the installment of consideration the M/s M. G. Developers/Vendor/Builder absolute discretion, may allow the Purchaser/s/allottee/s/Financer/s to pay the defaulted installment of the consideration on the extended date/s with interest at the rate of 18% p.a. compounded quarterly.

(6) The M/s M. G. Developers/Vendor/Builder shall not incur any liability if unable to deliver possession of the said **Apartment/Flats/Shops** by the date stipulated in clause No.4 if the completion of the scheme is delayed by reason of non-availability of steel, cement, sand, other building materials, water supply and/or electric power supply or by reason of war, civil commotion or any act of God or if non delivery of possession is as a result of any notices, order, ordinance, rule or notifications of the Government and/or any other public or local authority or for any other reason beyond the control of M/s M. G. Developers/Vendor/Builder and in any of the aforesaid events, the M/s M. G. Developers/Vendor/Builder shall be entitled to reasonable extension of time for delivery of possession of the said **Apartment/Flats/Shops**.

(7) If for reason other than those in clause No. 5 the M/s M. G. Developers/Vendor/Builder is unable to or fail to give possession of the said **Apartment/Flats/Shops** to the Purchaser/s/allottee/s/Financer/s within the date specified in clause no.4 above or within any further date or dates agreed to by and between the parties hereto then and in such case, the Purchaser/s/allottee/s/Financer/s shall be entitled to give notice to the M/s M. G. Developers/Vendor/Builder terminating the Agreement in which event, the M/s M. G. Developers/Vendor/Builder shall, within a period of six months, refund to the Purchasers/Financers the amounts, if any, that may have been received by the M/s M. G. Developers/Vendor/Builder from the

Purchaser/s/allottee/s/Financer/s in respect of the said **Apartment/Flats/Shops**, without any interest .

(8) Upon possession of the said **Apartment/Flats/Shops** being delivered to the Purchaser/s/allottee/s/Financer/s he shall be entitled to the use and occupation of the said **Apartment/Flats/Shops**, upon the Purchaser/s/allottee/s/Financer/s taking possession of the said **Apartment/Flats/Shops** he shall have no claim against the M/s M. G. Developers/Vendor/Builder in respect of any item of work in the said **Apartment/Flats/Shops**.

(9) The Purchaser/s/allottee/s/Financer/s shall use the said **Apartment/Flats/Shops** only for the purpose of Commercial / Residential or for any other purpose which is permissible under the prevailing laws and shall not use the same for any illegal purpose.

(10) The Purchaser/s/allottee/s/Financer/s shall from date of possession said **Apartment/Flats/Shops** maintain the said **Apartment/Flats/Shops**. The internal walls, partition walls, sewers, drains, pipes and appurtenances thereto at his own cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said **Apartment/Flats/Shops** and/or common passages or the compound, common area which may be against the condition or rules or bye laws of the Mapusa Municipal Council and/or the North Goa Planning and Development Authority and/or and other authority and shall attend to and answer and will be responsible for all actions for violations or any such conditions or rule of bye-laws.

(11) In the event, on account of change in plan or any other reasons, the built up area of said **Apartment/Flats/Shops** is increased, the Purchaser/s/allottee/s/Financer/s shall be liable to pay the M/s M. G. Developers/Vendor/Builder for extra area, at such rate as may be calculated by the M/s M. G. Developers/Vendor/Builder. Similarly if the built up area of the said **Apartment/Flats/Shops** is decreased, the M/s M. G. Developers/Vendor/Builder shall be liable to refund to the Purchaser/s/allottee/s/Financer/s the amount corresponding to

the differential area at such rate as may be calculated by the M/s M. G. Developers/Vendor/Builder.

(12) Provided it does not in any way effect or prejudice the rights of the Purchaser/s/allottee/s/Financer/s in respect of the said **Apartment/Flats/Shops** the M/s M. G. Developers/Vendor/Builder shall be at liberty to sell, assign, transfer and/or otherwise deal with their rights, title and interest in the said plot bearing Chalta No. 47-A of P T Sheet 119 situated at Khorlim, Mapusa Goa and/or in the said building scheme "M. G. SAPPHIRE".

(13) Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said **Apartment/Flats/Shops** or of the said plot bearing Chalta No. 47-A of P T Sheet 119 situated at Khorlim, Mapusa Goa or any part thereof.

(14) The Purchaser/s/allottee/s/Financer/s shall not let, sub-let, sell, transfer, assign or part with his interest or benefit under this Agreement or part with possession of the said **Apartment/Flats/Shops** until all the dues payable by him to the M/s M. G. Developers/Vendor/Builder under this Agreement are fully paid up and that too only if he has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until he obtains the previous consent in writing of the M/s M. G. Developers/Vendor/Builder.

(15) The Purchaser/s/allottee/s/Financer/s shall be bound to sign all the papers and documents and do all the acts, deeds, things and matters as the Vendor/Builder/Developer may require from them from time to time, in this behalf for safeguarding interalia, the interests of the M/s M. G. Developers/Vendor/Builder and the Purchaser/s/allottee/s/Financer/s as per this Agreement.

(16) Any letters, reminders, notices, documents, papers, etc. are to be served on the Purchaser/s/allottee/s/Financer/s shall be deemed to have been properly sent and served, if it is posted at his notified address by Registered Post A/D or under certificate of posting at the address of the Purchaser/s/allottee/s/Financer/s given below:-

Name : \_\_\_\_\_

Address: \_\_\_\_\_

Mob No. / Phone No.: \_\_\_\_\_

(17) The M/s M. G. Developers/Vendor/Builder hereby gives express consent to the Purchaser/s/allottee/s/Financer/s to raise any loans against the said **Apartment/Flats/Shops** and to mortgage the same with any Bank or Banks or any other financial institutions. It is clearly understood between the parties that under no circumstances the M/s M. G. Developers/Vendor/Builder shall be entitled to mortgage or create charge on the said **Apartment/Flats/Shops** and its proportionate undivided share hereby allotted to the Purchaser/s/allottee/s/Financer/s and the said **Apartment/Flats/Shops** shall always be free from any encumbrances or charges thereon.

(18) If at any time prior to the execution of the Deed of Conveyance and/or handing over the respective premises to the Purchaser/s/allottee/s/Financer/s as stipulated in this Agreement the floor area ratio presently applicable to the said property is increased, such increase shall ensure for the benefit of the M/s M. G. Developers/Vendor/Builder alone without any rebate to the Purchaser/s/allottee/s/Financer/s.

(19) The M/s M. G. Developers/Vendor/Builder shall have a first lien and charge on the said **Apartment/Flats/Shops** agreed to be purchased by the Purchaser/s/allottee/s/Financer/s in respect of any amount payable by the Purchaser/s/allottee/s/Financer/s to the M/s M. G. Developers/Vendor/Builder under the terms and conditions of this Agreement.

(20) Upon completion of the respective building the M/s M. G. Developers/Vendor/Builder shall execute the Sale / Conveyance Deed in respect of the premises and/or the corresponding undivided portion of the said property in proportion to the built up area of their respective **Apartment/Flats/Shops** as the case may be in the names of all the premises holders of said new building scheme. However all expenses in regard to stamp paper, registration charges, printing,

Xeroxing, legal expense, etc. incurred on said Conveyance /Sale Deed shall be borne by the Purchasers/Financers. The draft of such Deed of Sale/Conveyance shall be prepared by the Advocate of the M/s M. G. Developers/Vendor/Builder.

(a) Any taxes, charges or out goings levied by the Mapusa Municipal Council including infrastructure tax and House tax or any other competent authority and the electricity and water charges, exclusively pertaining to the said **Apartment/Flats/Shops** shall be borne by the Purchaser/s/allottee/s/Financer/s from the date of delivery of possession of the said **Apartment/Flats/Shops**.

(b) The Purchaser/s/allottee/s/Financer/s shall also bear proportionate share in the maintenance of said building and also all outgoing for the maintenance and management of the building, common lights, common staircase, lifts, lobbies, common compounds and open spaces, salaries of watchman, sweepers and other charges total comes to Rs. 1,000/- (Rupees One Thousand Only) per sq. mt. and same shall be paid by the Purchaser/s/allottee/s/Financer/s to the M/s M. G. Developers/ Vendor/ Builder at one time, before taking possession of the premises.

(c) After handing over the possession, the M/s M. G. Developers/Vendor/Builder will co-operate with the Purchaser/s/allottee/s/Financer/s towards formation of Co-operative Housing Maintenance Society/Association by the Apartment/Flat/Shop owners of said building known as "M. G. SAPPHIRE" for maintenance of the building of common services will be the sole responsibility of the Apartment/Flat/Shop owners/society and M/s M. G. Developers/Vendor/Builder will make sale deed of every premises either or undivided share of land or total cost of premises and name of the proposed society will be "M. G. Sapphire Co Operative Housing Maintenance Society Ltd."

(d) In the event of any amount by way of premium, security deposit, betterment charges, development taxes, **GST** or any other taxes or payments of similar nature whether for the purpose of giving water connection or otherwise becoming payable by the M/s M. G.

Developers/Vendor/Builder, the Purchaser/s/allottee/s/Financer/s hereby expressly undertakes to reimburse the M/s M. G. Developers/Vendor/Builder for all such amounts in proportion to the area of the said **Apartment/Flats/Shops** and in determining such amount the decision of the M/s M. G. Developers/Vendor/Builder shall be conclusive and binding upon the Purchaser/s/allottee/s/Financer/s. M/s M. G. Developers/Vendor/Builder shall be liable to present all the bills and receipts of taxes above said at the time of reimbursement.

(e) The Purchaser/s/allottee/s/Financer/s shall also bear the costs for **Apartment/Flats/Shops** as also the cost of the respective meter-box. Likewise, the cost of the cable from main electric pole to meter box will be shared, proportionately, by all the premises holders in the said building.

(f) It is categorically agreed that proposed society formation should be done by M/S. M. G. Developers and all the costs and expenses will be borne by Purchaser/s/allottee/s/Financer/s separately.

(21) Any taxes, charges or outgoings levied by the Mapusa Municipal Council or any other competent authority or electricity and water charges, infrastructure tax and house tax exclusively pertaining to the said **Apartment/Flats/Shops** shall be borne by the Purchaser/s/allottee/s/Financer/s from the date of delivery of possession of the said **Apartment/Flats/Shops**.

(22) Provided further and it is hereby agreed between the parties hereto as under:-

(a) On taking delivery of the premises the Purchaser/s/allottee/s/Financer/s s under no circumstances, shall carry out any structural alterations in or to the said **Apartment/Flats/Shops** without the written consent of the M/s M. G. Developers/Vendor/Builder and express permission from the competent statutory authorities.

(b) The Purchaser/s/allottee/s/Financer/s under no circumstances shall block the open spaces viz., the passages and stair-case, or any common areas in the said building or the said property.

(c) The Purchaser/s/allottee/s/Financer/s shall have no right to the terrace portion of the said building, except for the purpose of having access to the overhead water tank, for maintenance and the same shall always remain as the absolute property of the M/s M. G. Developers/Vendor/Builder.

(23) M/s M. G. Developers/Vendor/Builder hereby undertake to sign and execute a Deed of Sale on completion of building "M. G. SAPPHIRE" further undertake to produce himself before the Sub-Registrar of Bardez, Goa for admitting the contents of said Sale Deed in respect of proportionate undivided rights corresponding to the built up area of said **Apartment/Flats/Shops** to be transferred in favour of Purchaser/s/allottee/s/Financer/s. All the costs, expenses, charges, fees incurred upon such Deed of Sale shall be borne by the Purchaser/s/allottee/s/Financer/s.

(24) The value of the said **Apartment/Flats/Shops** is considered **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** for the calculation of Stamp Duty.

(25) That the Purchaser/s/allottee/s/Financer/s has to make payment as per the Schedule of Payment.

(26) The cracks in sinkage of plaster or in joint of concrete and masonry shall be not treated as faulty works.

(27) That after completion of building and obtaining occupancy certificate M/s M. G. Developers/Vendor/Builder has to issue notices to the Purchasers/Financers that the said premises are ready for use and occupation. The Purchaser/s/allottee/s/Financer/s shall be liable to pay

(a) All taxes and charges for electricity, water supply, panchayat taxes and other services and outgoings payable in respect of the said premises.

(b) An amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** at the rate of Rs. 1,000/- per sq. mtr. as per super built up area for one time for the maintenance and management of the complex, common lights, common staircases, common compounds and open spaces, common terrace, garbage collection charges, charges and salaries of watchman, sweepers and maintenance of accounts and administration of the said complex to be paid before taking possession of the said **Apartment/Flats/Shops**. However monthly charges will be decided after formation of the Society.

(29) It shall be at discretion of the M/s M. G. Developers/Vendor/Builder whether the legal entity to be formed shall be a M. G. Sapphire co-operative society maintenance society ltd. regulated by the Goa Co-operative Societies Act, as applied to the State of Goa. On the M/s M. G. Developers/Vendor/Builder taking such decision the Purchaser/s/allottee/s/Financer/s and the other persons who have acquired interests in the said premises shall be required to join in the said society for the purpose to sign all forms, applications, papers, deeds and documents, etc. as may be reasonably required to carry out such decisions so as to obtain and effect the proper conveyance of the said **Apartment/Flats/Shops** with the M/s M. G. Developers/Vendor/Builder.

(31) The possession of **Apartment/Flats/Shops** shall be given only after making total payment as per the Agreement and additional payments like GST, maintenance fund, sale deed charges, advocate charges, electrical connection charges, water connection charges and any other charges paid to the Government.

(32) That the Vendor/Developer/Builder has allotted in basement **Car Parking No. \_\_\_\_** to **Apartment/Flats No. \_\_\_\_** as per Parking Layout Plan, Plan is annexed with marking.

(33) By forwarding this present Agreement Purchaser/s/allottee/s/Financer/s by M/s M. G. Developers does not create a binding obligation on the part of the M/s M. G. Developers or the Purchaser/s/allottee/s/Financer/s until, firstly, the

Purchaser/s/allottee/s/Financer/s 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/s/allottee/s/Financer/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the M/s M. G. Developers. If the Purchaser/s/allottee/s/Financer/s fails to execute and deliver to the M/s M. G. Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s/allottee/s/Financer/s and/or appear before the Sub-Registrar for its registration as and when intimated by the M/s M. G. Developers, then the M/s M. G. Developers shall serve a notice to the Purchaser/s/allottee/s/Financer/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s/allottee/s/Financer/s, application of the Purchaser/s/allottee/s/Financer/s shall be treated as cancelled and all sums deposited by the Purchaser/s/allottee/s/Financer/s in connection therewith including the booking amount shall be returned to the Purchaser/s/allottee/s/Financer/s without any interest or compensation whatsoever.

(34) That in the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or anything arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(35) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mapusa will have the jurisdiction for this Agreement.

(36) That all the parties to this present Agreement entitled for the specific performance and jurisdiction will be within a state of North Goa (Mapusa).

(37) It is categorically agreed to allot Car Parking slot in the basement only for the Apartment/ Flat Purchaser which is to be marked on basement plan and same should be annexed.

(38) That if in case unsold units namely **Apartment/Flats/Shops** remains in a project known as "M. G. Sapphire" (unused by M/s M. G. Developers), then no maintenance and deposits required to be paid even though proposed society is formed, however after the sale transferred of unsold units to the third party, then all the maintenance and deposits should be collected from third party and also introduced as a member of the society.

(39) That this Agreement for construction cum sale is typed on a stamp paper of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** i.e. 2.9% of the total value of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** which is on Market Value.

(40) That property is described in the Schedule I & II does not belong to Scheduled Caste/Scheduled Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21-08-1978.

(41) The possession of the **Apartment/Flats/Shops** has not yet been handed over to the Purchaser/s/allottee/s/Financer/s same shall be handed over after completion of the building and at the time of execution and registration of Deed of Sale.

#### **SCHEDULE I**

##### **DESCRIPTION OF THE SAID PROPERTY**

ALL THAT PROPERTY known as "KELEACHEM BATA" OR "MIRSANGACHEM BATA" or "TOLEACHEM" situated in Khorlim of Mapusa, within the limits of the Mapusa Municipal Council, Taluka and Sub District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under No. 4399 of Book No. B-12 New not enrolled in the Taluka Revenue Office, surveyed in the City Survey of Mapusa under Chalta No. 47 of P.

T. Sheet No. 119 admeasuring 3024 square meters and is bounded as follows:

EAST: By Small Lane.

WEST: By Road.

NORTH: By property of this heirs of Luis Gonsalves da Silva Godear.

SOUTH: By Road.

## **SCHEDULE II**

### **DESCRIPTION OF THE PLOT "B"**

All That Plot "B" admeasuring an area of 500 sq. mtrs land of part property (more particularly described in Schedule I) bearing Chalta No. 47-A of P. T. Sheet no. 119, situated at Khorlim known as "KELEACHEM BATA" OR "MIRSANGACHEM BATA" or "TOLEACHEM" situated in Khorlim of Mapusa, within the limits of the Mapusa Municipal Council, Taluka and Sub District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under No. 4399 of Book No. B-12 New not enrolled in the Taluka Revenue Office. The Plan is enclosed with red colour line marking.

EAST: Bounded by small lane.

WEST: Bounded by Chalta No. 47 of P.T. Sheet No. 119 (remaining portion of the property).

NORTH: By property of this heirs of Luis Gonsalves da Silva Godear.

SOUTH: By Road.

## **SCHEDULE - III**

### **(DESCRIPTION OF SAID APARTMENT/FLATS/SHOPS)**

ALL THAT **Apartment/Flats/Shops No.** \_\_\_\_ admeasuring an Rera Carpet area of \_\_\_\_ **sq. mtrs.** along with balcony and corresponding super built up area of the **Apartment/Flats/Shops** is \_\_\_\_ **sq. mts.** along with the proportionate share of land (which includes incidence of staircase, landings, lobby, passages and other common area) on the \_\_\_\_\_ **floor** in the said building known as "M. G. SAPPHIRE", situated at Khorlim, Mapusa Goa, which is more particularly described in the Schedule - II hereinabove and as per the plan annexed hereto and bounded as under:-

East: \_\_\_\_\_.

West: \_\_\_\_\_.  
North: \_\_\_\_\_.  
South: \_\_\_\_\_.

**SCHEDULE - IV**

**(MODE OF PAYMENT)**

(1) Advance Payment	Rs. _____/-
(2) On Signing of this Agreement	Rs. _____/-
(3) On or before _____	Rs. _____/-
(4) On or before _____	Rs. _____/-
(5) On or before _____	Rs. _____/-
(6) On or before handing possession of the	Rs. _____/-

said **Apartment/ Flats/ Shops.**

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**Total** **Rs. \_\_\_\_\_/-**  
**(Rupees \_\_\_\_\_ only)**

**SCHEDULE -V**

**(BUILDING SPECIFICATION FOR APARTMENT/FLATS/SHOPS)**

(1) **STRUCTURE**:- It is R.C.C. framed structure with R.C.C. footings column beams and slab. The internal partition wall will be 15 cms thick. Brick masonry / Concrete Block/ Light weight Blocks and external wall will be of 23 cms. thick laterite store or brick masonry / Concrete Block/ Light weight Blocks .

(2) **PLASTER**:- External plaster will be double coats and sand faced and internal plaster single coat.

(3) **FLOORING**:-The floor will be of vitrified tiles laid on cement mortar.

(4) **DOORS & WINDOWS**:- Main Door will be of Teakwood/ Veneer Moulded Door and Salwood frame and all other doors framed of salwood and all door shutters for Bedroom shall be of Primer Moulded Door / flush door with laminate finish. All the windows will be of Aluminum window shutter. The doors will have SS hinges and Aluminum fittings. The main door will have a night latch etc. M.S. rolling shutter of standard size shall be fixed for

ground floor shop. Aluminum section window will be provided for ventilator.

(5) TOILET DOOR: - All the bathrooms and toilets will have FRP frame / granite frame and shutters shall be of FRP doors.

(6) KITCHEN: - The kitchen will have a cooking platform with granite stone top. Single bowl stainless steel sink with glazed tiles lining upto 60 cms. height above the kitchen platform.

(7) INTERNAL DÉCOR:- The walls will be painted with OBD paint and ceiling with OBD paint and the rolling shutter for shops will be painted of oil paint.

(8) EXTERNAL DÉCOR:- The external walls will be painted with cement paint.

(9) WATER TANK:- There will be overhead tank on roof and a sump tank in the basement (PVC tank). Water will be supplied to all the Apartments/flats/Shops from overhead tank.

(10) PLUMBING AND SANITARY FITTING:- Soil waste and water pipes will be partially concealed and I.S.I. standard. In the bathrooms there will be one European W. C., one wash basin of approved size and one shower & tap.

(11) ELECTRICAL INSTALLATIONS:- The installations will be concealed copper wiring of I.S.I. standard. The bedroom will have two light points, one fan point, one 5 amp plug point, and one A.C. points in main bedroom. Bathrooms/toilets will have one light point and one plug point each, geyser point. One bell point will be provided. In the living cum dining room two light points, two fan point, one T.V. point and 5 amp each, plug point. In the kitchen two light points and one 15 and 5 amp each, plug point. The flats shall be provided with three phase connection.

For Shops: The installations will be in concealed copper wiring with standard specification fittings it will have two light point, one fan point, one plug point.

N.B. All expenses including transformer for electricity connections cable, panel board, etc. and water connections shall be borne by the Purchasers. The total expenses shall be proportionately divided among the users.

IN WITNESS WHEREOF this Agreement for Construction cum Sale is signed on the day of the month and the year first hereinabove mentioned in presence of two witnesses.

SIGNED AND DELIVERED BY THE \_\_\_\_\_ )  
VENDOR/BUILDER/DEVELOPER \_\_\_\_\_ )  
**MR. RAMESHCHANDRA SHAMJI GOHIL** \_\_\_\_\_ )

\_\_\_\_\_  
(Left Hand Thumb Impression of Shri Rameshchandra Shamji Gohil )

\_\_\_\_\_  
(Right Hand Thumb Impression of Shri. Rameshchandra Shamji Gohil )

SIGNED AND DELIVERED BY THE \_\_\_\_\_ )  
PURCHASER/S/ALLOTTEE/S/FINANCER/S \_\_\_\_\_ )  
\_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_  
(Left Hand Thumb Impression of \_\_\_\_\_)

\_\_\_\_\_  
(Right Hand Thumb Impression of \_\_\_\_\_)

WITNESSES:-

- (1) \_\_\_\_\_  
(2) \_\_\_\_\_