

AGREEMENT FOR CONSTRUCTION AND SALE

THIS AGREEMENT FOR CONSTRUCTION AND SALE is made and executed at Panaji, Tiswadi - Goa on this ____ day of the month of July of the year Two Thousand and Nineteen:- (/07/2019):

BETWEEN

MANGLAM BUILD-DEVELOPERS LIMITED, a Company duly incorporated under The Companies Act, 1956 with the Registrar of Companies at Jaipur, having its registered office at Sixth Floor, Apex Mall, Lalkothi Tonk Road, Jaipur, holding PAN AAFCM4862Q and having its site office at Survey No 20/3-B, Kadamba Plateau, Baingunim, Tiswadi, Goa - 403402, represented herein by its Authorised Representative, **MR. VINOD KUMAR AGARWAL**, son of Shri Navratan Agarwal, aged 30 years, married, service, holding Pan Card No.AJPPA6750R and Adhar Card No.541316909456, Indian National and residing at B-201 Casa Amora Phase-I, Kadamba Plateau, Near Hotel fern, Kadamba Old Goa - Goa, who is authorised vide Resolution dated 29.06.2019 passed by the Board of Director meeting held on 29.06.2019 hereinafter referred to as “**OWNER/PROMOTER**” (Which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and assigns) of the **FIRST PART;**

AND

MR. SANDESH RAJARAM DHARESHWAR, son of Mr. Rajaram Subrao Dhareshwar, aged 46 years, service, married, holding PAN Card No. ADPPD9057L, Adhar card No.865460065162, Contact No.9822589792, Email Id: sandeshdhareshwar@rediffmail.com, Indian National and resident of H.No.90, Nityanand Ambegol, Opp. New Bus stand, Queula, Ponda, North Goa – 403401. Hereinafter referred to as “**ALLOTEE/PURCHASER**” (Which expression shall mean and include all his heirs, successors, legal representatives, attorneys, administrators, executors and assigns) of the **SECOND PART;**

RECITALS:

AND WHEREAS there exists in the village of Bainguinim within the limits of Village Panchayat of Bainguinim, Taluka Tiswadi and Sub-District of Ilhas, District of North Goa in the State of Goa the land denominated “**PREDIO OITEIRO BONOTO**” or “**BONOBO**” also known as “**BONDABO**”, surveyed under survey No 20/3-A, 20/3-B and 21/2(part), which land, as a whole, is described in the Land Registration Office of Ilhas Judicial Division under Description No. 17021 at page 53 of Book B No. 45 of New Series, enrolled for the purposes of erstwhile Portuguese Land Revenue Roll in seven divisions being Matriz Nos. 159 to 165 pertaining to the village of Bainguinim in Tiswadi (Ilhas) Taluka Revenue Office, and bounded as under:-

East:- By the road which proceeds from the gate of fortress of Moula proceeds to the Arch of St. Agostinho;

West:- By hilly way which proceeds to the church of Our Lady of Santana;

North:- By hillside way which proceeds to the church of Our Lady of Santana; and

South:- By the wall of the fortress.

AND WHEREAS the above referred entire land was surveyed under the Cadastral Survey under No. 41 of the village of Bainguinim;

AND WHEREAS the above referred land is hereinafter referred to as “the bigger property”, for the sake of brevity and convenience;

AND WHEREAS, with effect from 17.01.1936, half ($\frac{1}{2}$) of the bigger property was inscribed in favour of one Venctexa Visvonata Camotim, one Ananda Visvonata Camotim and Vasudeva Visvonata Camotim under Inscription No. 10037 of Book G No. 18, for having purchased the same half ($\frac{1}{2}$) share from one Jovina Da Costa, a spinster vide the Public Deed dated 02.01.1936

drawn by the Notary of Ilhas Judicial Division, Mr. Socrates D' Costa at page 94 of his Notarial Book No. 306;

AND WHEREAS the remaining half (1/2) share of the said bigger property stood inscribed in the name of Mrs. Maria Ilda Amanda Botelho da Costa, being wife of Mr. Carmo Gregorio de Souza on account of allotment made in her favour in the Orphanological Inventory Proceedings conducted by the First Office of the Civil Court of Ilhas upon death of her father, Bernardo Jose da Costa, vide Inscription No. 24420 of Book G. No. 38 dated 29.04.1960;

AND WHEREAS, with effect from 07.02.1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Rosario Souza under Inscription No. 16325 of Book G No. 28, for having purchased such part from one Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim vide Public Deed dated 20.10.1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates da Costa at page 95(v) of his Notarial Book No. 381;

AND WHEREAS, with effect from 07.02.1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Salvador Souza under Inscription No. 16326 of Book G No. 28, for having purchased such part from one Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim vide the same Public Deed dated 20.10.1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates da Costa at page 95(v) of his Notarial Book No. 381;

AND WHEREAS, with effect from 07.02.1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Goncalo Souza under Inscription No. 16327 of Book G No. 28, for having purchased such part from one Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim vide the same Public Deed dated 20.10.1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates da Costa at page 95(v) of his Notarial Book No. 381;

AND WHEREAS, with effect from 07.02.1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Antonio Francisco Souza under Inscription No. 16328 of Book G No. 28, for having purchased

such part from one Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim vide the same Public Deed dated 20.10.1944 n;

AND WHEREAS, with effect from 07.02.1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Francisco Souza under Inscription No. 16329 of Book G No. 28, for having purchased such part from one Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim vide the same Public Deed dated 20.10.1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates da Costa at page 95(v) of his Notarial Book No. 381;

AND WHEREAS, with effect from 07.02.1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Simao Souza under Inscription No. 16330 of Book G No. 28, for having purchased such part from one Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim vide the same Public Deed dated 20.10.1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates da Costa at page 95(v) of his Notarial Book No. 381;

AND WHEREAS, with effect from 07.02.1945, 1/7th part of 2/3rd parts of the half of the bigger property was inscribed in favour of one Jose Caitano Souza under Inscription No. 16331 of Book G No. 28, for having purchased such part from one Venctexa Visvonata Camotim and Ananda alias Ananta Visvonata Camotim vide the same Public Deed dated 20.10.1944 drawn by the Notary of Ilhas Judicial Division, Mr. Socrates da Costa at page 95(v) of his Notarial Book No. 381;

AND WHEREAS the above said owner of the 1/7th part of the 2/3rd parts of half (1/2) of the bigger property by name Rozario Souza also known as Rozario de Souza, was married to one Mrs. Carmelina Rozario Souza; and upon death of the said Carmelina Rozario Souza, her husband i.e. the said Rozario de Souza initiated Orfalonogical Inventory Proceedings No. 1373 in the year 1945 in the Court of Judicial Division of Ilhas;

AND WHEREAS, pending disposal of the said Inventory Proceedings, the said owner, Mr. Rozario Souza expired on 15.04.1925;

AND WHEREAS, in the said Inventory Proceedings, the 1/7th part of 2/3rd parts of the half (1/2) share was described under Item No. 4 and vide final Order dated 15.11.1961 it was finally allotted in the following manner:-

Srl.	Name of Allottee	Ideal Share Allotted
1.	Mrs. Putem Pereira alias Subodri Pereira (widow)	1/2
2.	Mrs. Xeuntu Saldhana married to Ladu Borges	1/12
3.	Mrs. Xeuntu Souza married to Joao Saldhana	1/12
4.	Mrs. Amrutem Souza married to Narana Fernandes	1/12
5.	Mr. Roulu Souza	1/12
6.	Ms. Rada Souza	1/12
7.	Ms. Durguem Souza	1/12

AND WHEREAS, the other owner of the 1/7th part of the 2/3rd parts of the half (1/2) share of the bigger property, namely Mr. Simao Souza expired on 09.04.1958 and upon his death, his widow, Mrs. Vimala Saldhana initiated Orfanological Inventory No. 8/1958 before the Court of Judicial Division of Ilhas, wherein the said part was described under Item No. 3 and allotted vide final Order dated 28.09.1960 to the following persons:-

Srl.	Name of Allottee	Ideal Share Allotted
1.	Mr. Gurunata Souza	43/56
2.	Mr. Tulxidas Souza	11/56
3.	Mrs. Vimola Saldhana (widow)	1/28

AND WHEREAS, from the Deed of Partition dated 02.07.1974, duly registered in the Office of the Sub-Registrar of Ilhas under No. 482 at pages 54 to 65 of Book No. I, Volume No. 86 dated 23.08.1974, it is seen that the said Deed has been executed, by the above mentioned successors of the part owner, Mr. Rozario Souza, the said part owner, Mr. Salvado Souza, the said part owner, Mr. Gonsalo Souza, the said part owner, Mr. Antonio Francisco Souza, the widow and successors of the part owner, Mr. Francisco Souza, the

successors of the part owner, Mr. Joaquim Jose Fernandes and successors of the part owner, Mr. Simao Souza along with one Vassudeva Visvonata Camotim along with his wife, and one Carmo Gregorio de Souza along with his wife, Maria Ilda Amanda Botelho da Costa alias Maria Ilda Amalda da Costa or even Maria Ilda de Souza, it is observed that the bigger property was originally owned by one Bernardo Jose da Costa, and in the Inventory Proceedings instituted upon his death, the bigger property was allotted in equal shares to his two daughters by names (i) Jovina da Costa (who have sold her half share in the bigger property vide the Public Deed dated 02.01.1936 to Venctexa Visvonata Camotim, Ananda Visvonata Camotim and Vassudeva Visvonata Camotim); and (ii) Maria Ilda Amanda Botelho e Costa alias Maria Ilda de Souza or Maria Ilda Amanda da Costa, who along with her husband is a party to the said Deed of Partition;

AND WHEREAS in the said Deed of Partition the bigger land was mutually partitioned into three Plots, being Plot No. 1 of an area of 2,43,368 square meters, the Plot No. 2 of an area of 1,21,684 square meters and the Plot No. 3 of an area of 3,65,055 square meters; and in the said Deed of Partition, the Plot No. 3 was allotted exclusively to the said Maria Ilda Amanda Botelho de Costa alias Maria Ilda Amanda da Costa or Maria Ilda de Souza and her husband, Mr. Carmo Gregorio de Souza; the Plot No. 2 was allotted to the said Mr. Vassudeva Visvonata Camotim and his wife, Ratnabai Vassudeva Camotim and the Plot No. 1 was allotted to (i) Mrs. Subodri Souza Pereira (widow), (ii) Mrs. Xeuntu Souza and her husband, Mr. Joao Saldhana, (iii) Mr. Joao Saldhana (son of Andre Saldhana), (iv) Mrs. Xeuntu Saldhana and her husband, Mr. Ladu Borges, (v) Mrs. Amrutem Souza and her husband, Mr. Narana Fernandes, (vi) Mr. Roulu Souza (bachelor), (vii) Mrs. Rada Souza and her husband, Mr. Narcinva Penchilaia Udguie, (viii) Mr. Durgem Souza and her husband, Mr. Visnum Fernandes, (ix) Mr. Salvador Souza (widower), (x) Mr. Gonsalo Souza (widower), (xi) Mr. Antonio Francisco Souza and his wife, Mrs. Severina Fernandes, (xii) Mrs. Maria Fernandes (widow of Francisco Borges), (xiii) Mrs. Venu Souza (widow of Andre Saldhana), (xiv) Mr. Vital Souza and his wife, Mrs. Cuxali Souza, (xv) Mrs. Quesssor Souza and her husband, Mr. Gopala Fernandes, (xvi) Mr. Gopala Souza and his wife, Mrs. Xantu Fernandes, (xvii) Mr. Madu Souza and his wife, Lila Borges, (xviii) Mr. Visvonata Souza and his wife, Mrs. Vilaxi Saldhana, (xix) Mrs.

Sumati Souza and her husband, Mr. Pandu Sa, (xx) Mrs. Socu Souza and her husband, Mr. Datarama Fernandes, (xxi) Mr. Babusso Souza (bachelor), (xxii) Mrs. Vimol Saldhana (widow of Simao Souza), (xxiii) Mrs. Seuntu Fernandes (widow of Joao Caetano Souza), (xxiv) Mr. Ananda Souza and his wife, Mrs. Anunsuia Souza, and (xxv) Mrs. Abolem Souza married to Mr. Molu Fernandes;

AND WHEREAS the owner of 1/7th part of the 2/3rd parts of the half share of the bigger property viz. Antonio Francisco Souza, who has become a co-owner of Plot No. 3 of the bigger property by virtue of the said Deed of Partition dated 02.07.1974, expired on 02.07.1975, and upon his death, his widow, Mrs. Severina Fernandes instituted Inventory Proceedings No. 50/1981 in the Court of the Civil Judge, Senior Division at Panaji, in which it is declared that the said late Mr. Antonio Francisco Souza left behind him his said widow and moiety sharer, Mr. Severina Fernandes, and as his heir, he only left behind his brother, Mr. Gonsalo Souza (a widower);

AND WHEREAS, vide the Deed of Sale dated 16.05.1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 26/90 in Book I, Volume No. 68 on 19.01.1990 the co-owners of the said Plot No. 1 viz. Mrs. Vimol Saldhana, Mr. Tulsidas Souza and his wife, Mrs. Shali D'Souza sold their share in the Plot No. 1 of the bigger property, defining such share as 1/7th right thereto, in favour of M/s. Good Earth Real Estate & Developers Pvt. Ltd.;

AND WHEREAS, vide the Deed of Sale dated 11.10.1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 768/89 in Book I, Volume No. 61 on 14.10.1989 the co-owners of the said Plot No. 1 viz. Mrs. Subodri Souza, Mrs. Durga Souza, Mr. Vishnu Fernandes, Mrs. Radha Souza and Mr. Narcinva P. Udaigir sold their share in the Plot No. 1 of the bigger property in favour of M/s. Good Earth Real Estate & Developers Pvt. Ltd.;

AND WHEREAS, vide the Deed of Sale dated 10.11.1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 1536/90 in Book I, Volume No. 114 on 23.11.1990 the co-owners of the said Plot No. 1 viz. Mr. Gonsalo Souza, Mr. Uttam Souza, Mrs. Vassanti Souza, Mrs. Ganga de Souza sold their share in the Plot No. 1 of the bigger property, defining such share as

4/7th right thereto, in favour of M/s. Good Earth Real Estate & Developers Pvt. Ltd.;

AND WHEREAS, vide the Deed of Sale dated 19.11.1988 duly registered in the Office of the Sub-Registrar of Ilhas under No. 872 in Book I, Volume No. 85 on 28.11.1989 the co-owners of the said Plot No. 1 viz. Mr Roulu Souza and his wife, Smt. Rajani Souza, sold their share in the Plot No. 1 of the bigger property, in favour of M/s. Good Earth Real Estate & Developers Pvt. Ltd.;

AND WHEREAS, vide the Deed of Sale dated 13.02.1990 duly registered in the Office of the Sub-Registrar of Ilhas under No. 1405/90 in Book I, Volume No. 110 on 05.11.1990 the co-owners of the said Plot No. 1 viz. Mr. Vithal Souza and his wife, Mrs. Khushali Vithal Souza, Mr. Gopal Souza (widower), Mr. Madu Souza and his wife, Mrs. Leela Souza, Mr. Vishvonata Souza and his wife, Mrs. Vilasini Souza, Mr. Babuso Souza and his wife, Mrs. Abolem Souza, Mrs. Venu alias Albina Souza alias Venu Saldhana Souza, Mrs. Kensor Souza alias Kensor Fernandes and her husband, Mr. Gopal Fernandes, Mrs. Somati Sa and her husband, Mr. Pandu Sa, Mrs. Socu Fernandes and her husband, Mr. Dattaram Fernandes, Mrs. Quensor Saldhana (widow), Mrs. Tulsi Saldhana alias Tulsi Andrade and her husband, Mr. Arjun Andrade, Mrs. Champu Fernandes and her husband, Mr. Loximona Fernandes, Mrs. Socu Canconcar and her husband, Mr. Narana Canconcar, Mr. Hiralal Souza and Mr. Popat Souza, sold their share in the Plot No. 1 of the bigger property, defining such share as 1/7th right thereto, in favour of M/s. Good Earth Real Estate & Developers Pvt. Ltd.;

AND WHEREAS, vide the Deed of Sale dated 18.03.1990 duly registered in the Office of the Sub-Registrar of Ilhas under No. 1520/90 in Book I, Volume No. 113 on 27.11.1990 the co-owners of the said Plot No. 1 viz. Mrs. Shevtu Souza, Mrs. Shevtu Saldhana, Mr. Naraina Fernandes (widower) and the heirs of his wife, Mrs. Amrutem Fernandes by names Mr. Atmaram Naraina Fernandes and his wife, Mrs. Shanti Atmaram Fernandes, Mr. Ashok Fernandes, Mr. Anand Fernandes, Mr. Arun Fernandes and Miss Prarthana Fernandes, sold their share in the Plot No. 1 of the bigger property, defining such share as 3/12th part of 1/7th right thereto, in favour of M/s. Good Earth Real Estate & Developers Pvt. Ltd.;

AND WHEREAS, vide the Deed of Sale dated 28.02.1994 duly registered in the Office of the Sub-Registrar of Ilhas under No. 798/94 at pages 390 to 475 in Book I, Volume No. 300 on 15.06.1994, M/s. Good Earth Real Estate & Developers Pvt. Ltd., claiming to be the owners in possession of 2/3rd parts of the half of the bigger property, sold to (i) Mr. Francis Menezes, (ii) Mr. Arnaldo Menezes, (iii) Mr. Thomas Menezes, (iv) Mr. Elliot Menezes and (v) Mr. Luis Filipe Menezes, an area of 66,066 square meters out of the said Plot No. 1 of the bigger property, being an area of 56,950 square meters from Survey No. 20/3 and an area of 9,116 square metres from Survey No. 22/1 and such area being bounded on the East – by Plot No. 2 of the bigger property owned by Vasudeva V. Camotiam and his wife, on the West – by the remaining portion of the said Plot No. 1 of the bigger property bearing Survey Nos. 22/1 & 21/2; on the North – by the remaining portion of Plot No. 1 bearing Survey No. 21/2; and on the South – by wall of the old Fort of Goa;

AND WHEREAS, in the above mentioned Deed of Sale dated 28.02.1994 duly registered in the Office of the Sub-Registrar of Ilhas under No. 798/94 at pages 390 to 475 in Book I, Volume No. 300 on 15.06.1994, recitals have been made at the instance of M/s. Good Earth Real Estate & Developers Pvt. Ltd., under the Land Acquisition Proceedings No. 10/140/53/LAO/Panaji the Government has acquired 525 square meters of the said Plot No. 1 of the bigger property out of Survey No. 22/1 and further an area of 5,275 square meters of the said Plot No. 1 of the bigger property from Survey No. 20/3; and that M/s. Good Earth Real Estate & Developers Pvt. Ltd. has sub-divided the remaining land in the said Plot No. 1 of the bigger property into 448 Plots, after making provision for open spaces and internal road, after obtaining from the Planning and Development Authority permission under letter No. PDA/T/6163/2067/85 and the Plans approved thereunder; and that an area of 15,150 square meters in the form of 42 Plots have been sold by M/s. Good Earth Real Estate & Developers Pvt. Ltd. to various individuals by executing the Sale Deeds and such area pertains to Survey No. 20/3;

AND WHEREAS, vide Deed of Rectification dated 28.02.2006 duly registered in the Office of Sub-Registrar of Ilhas under No. 733 at pages 60 to 76 of Book No. I, Volume No. 1612 on 08.03.2006, the above mentioned Deed of Sale dated 28.02.1994 was rectified between the parties thereto wherein it is clarified that the area acquired by the Government is actually 525 square

meters from Survey No. 22/1 and 2,491 square meters from Survey No. 20/3;

AND WHEREAS, vide another Deed of Rectification dated 09.08.2006 duly registered in the Office of the Sub-Registrar of Ilhas under No. 2196 at pages 556 to 581 of Book No. I, Volume No. 1676 on 18.08.2006, the same Deed of Sale dated 28.02.1994 was further rectified by the parties thereto clarifying that the land actually sold under the said Deed of Sale dated 28.02.1994 is actually the total area of 66,666 square meters, being an area of 59,732 square meters in Survey No. 20/3 and further area of 6,934 square meters from Survey No. 21/1 and not from Survey No. 22/1 as wrongly mentioned in the said Deed of Sale dated 28.02.1994;

AND WHEREAS, vide the Deed of Conveyance dated 07.05.1994 duly registered in the Office of the Sub-Registrar of Ilhas under No. 1288 at pages 550 to 574 of Book No. I, Volume No. 318 on 04.08.1994, M/s. Good Earth Real Estate & Developers Pvt. Ltd. sold to M/s. Machado Investment & Finance Pvt. Ltd. an area of 5,650 square meters as demarcated in the Plan-I annexed thereto, which area falls outside the area sold to Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes under the above mentioned Deed of Sale dated 28.02.1994, duly rectified by the above mentioned Deeds of Rectification dated 28.02.2006 and 09.08.2006;

AND WHEREAS, under the Agreement of Sale dated 31.10.2006, duly registered in the Office of Sub-Registrar of Ilhas under No. 2931 at pages 61 to 122 of Book No. I, Volume No. 1709 on 07.11.2006 the said Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes along with their respective wives agreed to sell to Mr. Rajendra Prasad Singla, a total area of 66,666 square meters, which was purchased by them, being an area of 59,732 square meters forming part of Survey No. 20/3 and an area of 6,934 square meters forming part of Survey No. 21/2;

AND WHEREAS, vide the Deed of Sale dated 24.11.2006 duly registered in the Office of Sub-Registrar of Ilhas under No. 3168 at pages 1 to 51 of Book No. I, Volume No. 7023 on 29.11.2006, the said Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis

Filipe Menezes along with their respective wives, sold to the said Mr. Rajendra Prasad Singla viz. the said area of 66,666 square meters i.e. an area of 59,732 square meters forming part of Survey No. 20/3 and an area of 6,934 square meters forming part of Survey No. 21/2, which was purchased by them from M/s. Good Earth Real Estate & Developers Pvt. Ltd., as stated above;

AND WHEREAS, from the up to date Survey Plan of the area, it is seen that there is a road passing in the east – west direction through the said land bearing Survey No. 20/3, which separates the land bearing Survey No. 21/2 and northern part of the said Survey No. 20/3 from the remaining part i.e. southern part of the said Survey No. 20/3, and such northern part of Survey No. 20/3 has been separately surveyed under Survey No. 20/3-B, such road is surveyed under No. 20/3 and the southern part is surveyed under Nos. 20/3-A and 20/3-A-1, such area of new Survey No. 20/3-A-1 being the area acquired by the Government for Corporation of the City of Panaji, vide Award dated 13.11.2008 passed by the Dy. Collector (REV) & Land Acquisition Officer at Panaji in Land Acquisition Case No. XVI/5/DC(REV)/2006 the Government of Goa, and such land under new Survey No. 20/3-A-1 is now recorded in Form No. I & XIV in the name of the Commissioner/Administrator of Corporation of City of Panaji, and the remaining area of old Survey No. 20/3 which now bears new Survey Nos. 20/3-A & 20/3-B are both recorded in Form No. I & XIV in the names of Mr. Francisco Menezes, Mr. Arnaldo Menezes, Mr. Thomas Menezes, Mr. Elliot Menezes and Mr. Luis Filipe Menezes as the Occupants thereof, and from whom the said Mr. Rajendra Prasad Singla has purchased the same, as stated above.

AND WHEREAS, on account of such devolution, making of a road and land acquisition by Government, the said Mr. Rajendra Prasad Singla had owned a total area of 52,117 square meters out of the total area of 66,666 square meters purchased by him; and such area now owned by him comprises of total area of present Survey No. 20/3-A being 32,893 square meters, total area of present Survey No. 20/3-B being 12,290 square meters and the distinct and separated southernmost part of land surveyed under No. 21/2 comprising of an area of 6,934 square meters, which areas are shown with green boundary lines in the Plan-I annexed hereto and forming part hereof

and which area is intercepted by the above mentioned road made by the Public Works Department of Government of Goa and separately surveyed under new Survey No. 20/3;

AND WHEREAS, vide Agreement of Sale dated 24-04-2013 duly registered in the office of the Sub Registrar of Ilhas, at Panjim under Registration No PNJ-BK1 -01266-2013 CD Number PNJD22 on 15-04-2013, late Mr. Rajendra Prasad Singla and his wife agreed to sell to the OWNER/PROMOTER and the OWNER/PROMOTER had agreed to purchase an area of 52,117 square meters, which is fully described in the SCHEDULE-I hereto;

AND WHEREAS upon execution of the said Agreement of Sale dated 24-04-2013, Mr Rajendra Prasad Singla expired on 23-06-2013 leaving behind him his widow and moiety sharer, and six children as the only successors as declared by Deed of Succession drawn before the Substitute Notary Ex-officio of Canacona on 06-08-2013 recorded at Pages 48 to 50 reverse of Notarial Book for Deeds No 37;

AND WHEREAS all the six childrens of late Rajendra Prasad Singla have relinquished all their illiquid and unascertained rights in the estate left by their father in favour of the mother i.e Smt Kailash Singla vide two Deed of Relinquishment dated 04-07-13 recorded at folio 27v to 28v of Deeds Book No 1590 and Deed of Relinquishment dated 15-07-13 recorded at folio 13 to 14 of Deeds Book No 37;

AND WHEREAS, pursuant to said Agreement of Sale dated 24-04-2013, vide Deed of Sale dated 11-10-2013 duly registered in the office of Sub Registrar of Tiswadi at Panaji under registration No PNJ-BK1-02768-2013 CD Number PNJD25 on 15-10-2013, the OWNER/PROMOTER have purchased an formed out of an area of 12290 square meters in the present Survey No. 20/3-B, 32893 square meters in the present Survey No. 20/3-A and 6,934 square meters of Survey No. 21/2 (part), described in SCHEDULE-I, hereto from said Smt Kailash Singla.

AND WHEREAS the property described in SCHEDULE-I, is hereinafter referred to as "the said land" for the purposes of brevity and convenience;

AND WHEREAS, in view of the above cited documents, the OWNER/PROMOTER has become the owner in exclusive possession of land described in SCHEDULE-I.

AND WHEREAS by virtue of the aforesaid Deed of Sale, OWNER/PROMOTER became the absolute and exclusive owner of the said land and the OWNER/PROMOTER herein has the sole and exclusive rights to allot/sell flats/shops/apartment/s and has right to allot stilt/covering car parking/s in the building/s constructed or to be constructed or being constructed on the said land and to enter into an agreement/s with the ALLOTTEE/PURCHASER of such flats/shops/apartment/s and to receive sale price and to give valid receipts thereof.

AND WHEREAS the OWNER/PROMOTER has filed application dated 1st July 2019, bearing Ref No.492 for the purpose of registering the said part of the Project under the provision of the Real Estate (Regulation and Development) Act, 2016 and rules framed under Act with the Real Regulatory Authority at Panjim – Goa.

AND WHEREAS the said property belonging to MANGLAM BUILD-DEVELOPERS LIMITED bearing Survey No.21/2, 20/3-A and 20/3-B located at Bainguinim – Goa has been mortgage to Union Bank of India and Oriented Bank both located at Jaipur vide Agreement dated 23/02/2015 and whereas such charge shall not effect the rights of the ALLOTTEE/PURCHASER.

AND WHEREAS for the purpose of undertaking the construction on the said Land, MANGLAM BUILD-DEVELOPERS LIMITED has appointed M/s SAWANT & ASSOCIATES as the Engineer, duly registered with the Government of Goa for preparing the plans of the proposed building and has also appointed MR. AUXILIO RODRIGUES as the Consulting Structural Engineering for preparing RCC designs, drawing and specification for the construction of the building/s on the said land which appointment has also been confirmed the owners herein.

AND WHEREAS MANGLAM BUILD-DEVELOPERS LIMITED had obtained necessary plans sanctions, permission, building licenses, Sanad, approvals for construction of several multistoried building/s on the said larger land.

AND WHEREAS the OWNER/PROMOTER have got drawn plans for the project of development of the said land described in the SCHEDULE-I hereto in phased manner, for constructing therein buildings with R. C. C. framework, and named such project of such development as “ MANGLAM’S CASA AMORA”, and for such development the sub divided Plot surveyed under survey No. 20/3-A in Third Phase, which Plans are subject to changes as per the requirement of the OWNER/PROMOTER, the sub- divided plot taken for development of Third phase is better described in SCHEDULE- II hereinafter appearing.

AND WHEREAS the OWNER/PROMOTER has also obtained the Conversion Sanad from the District Collector of North Goa District bearing Ref No. RB/CNV/TIS/AC-II/10/2015 dated 27/12/2016.

AND WHEREAS, for the purposes of such development/ construction, in the said land and the OWNER/PROMOTER have obtained the Technical Clearance Order issued by Town & Country Planning Department, Tiswadi, Taluka office, Panaji Goa under Ref. No.TIS/7158/BAI/TCP/2017/18 dated 5/1/2017 and also obtained Construction Licence from the Office of the Village Panchayat Se – Old -Goa bearing Construction Licence No.VP/SOG/23/2016-17 dated 25/02/2017 for the construction (Group housing) residential building blocks A,B,C,D,E,F,S,T,U,V,X, Club House and Security Cabin in survey No 20/3-A of the village Bainguinim, Tiswadi - Goa, which is one of the plot of the said property with due approval of the plans thereof, wherein the said plans are also subject to changes and revised as and when required by the OWNER/PROMOTER and the ALLOTTEE/PURCHASER hereby provides its consent for such changes and shall not object to the same.

AND WHEREAS the OWNER/PROMOTER has subsequently obtained Revised Technical Clearance Order issued by Town & Country Planning Department, Tiswadi, Taluka office, Panjim – Goa under Ref No. TIS/7158/BAI/TCP/2019/585 dated 14.03.2019 and also obtained Revised Construction Licence from the office of the Village Panchayat Se – Old bearing No. VP/SOG/TIS/2018-2019/1558 dated 27/03/2019 revised for construction of Group housing residential building block

A,B,C,D,E,F,G,S,T,U,V, club House, Security Cabin, Compound wall and residential block H,I,J,K,L,M,N,O,P,Q,R,W and Swimming pool.

AND WHEREAS due to the said Revision obtained under Ref No. TIS/7158/BAI/TCP/2019/585 dated 14.03.2019 there is variations in the ELEVATION PLAN AND FLOOR PLAN AS UNDER :

AS PER FRONT ELEVATION PLAN	AS PER TYPICAL FLOOR PLAN
STILT FLOOR	STILT FLOOR
UPPER GROUND FLOOR	FIRST FLOOR
FIRST FLOOR	SECOND FLOOR
SECOND FLOOR	THIRD FLOOR
THIRD FLOOR	FOURTH FLOOR
FOURTH FLOOR	TERRACE

AND WHEREAS in view of the above sanad, approvals and permissions obtained by MANGLAM BUILD-DEVELOPERS LIMITED from the concerned government and semi-government authorities, MANGLAM BUILD-DEVELOPERS LIMITED has commenced phase wise construction of the building structure/s on the said land in accordance with the terms and condition provided therein.

AND WHEREAS pursuant to the discussion and negotiations between the OWNER/PROMOTER and the ALLOTTEE/PURCHASER, the OWNER/PROMOTER has agreed to sell to the ALLOTTEE/PURCHASER and the ALLOTTEE/PURCHASER has agreed to purchase from the owner, on ownership basis, an apartment bearing Flat/Apartment No. N-201, admeasuring 59.03 sq mtrs of carpet area, on the Third floor of Building N, Block N in MANGLAM’S CASA AMORA - PHASE III PART II. The said

flat/apartment is more particularly described in the SCHEDULE III hereunder written.

AND WHEREAS the ALLOTTEE/PURCHASER has approached the OWNER/PROMOTER with a request that, upon completion of the construction by the OWNER/PROMOTER on its own account, of the premises described fully in SCHEDULE-III hereinafter appearing (herein also referred to as “the said premises”), proposed to be constructed by the OWNER/PROMOTER in the said land described in the SCHEDULE-II hereto, the OWNER/PROMOTER has agreed to sell to the ALLOTTEE/PURCHASER the said premises described in the SCHEDULE-III hereto, for the price stipulated herein;

AND WHEREAS the OWNER/PROMOTER gave inspection to the ALLOTTEE/PURCHASER of all documents of title relating to the said land, development rights of the owners, the plans, designs, specification, title report of the Advocate and all other documents as are specified under the Relevant Act. (Copies of which are annexed with this agreement).

AND WHEREAS notwithstanding anything contained anywhere in this agreement, the ALLOTTEE/PURCHASER hereby declares, confirms and agrees that the OWNER/PROMOTER has reserved all its rights to amalgamate and/or sub-divide the said property and/or any other abutting/adjoining piece of land or otherwise for which, the ALLOTTEE/PURCHASER hereby accorded his irrevocable consent and no objection to the OWNER/PROMOTER subject to provisions of the Act and any other law.

AND WHEREAS the parties hereto have mutually settled the terms of such Agreement for Sale, and the parties hereto desire to herein record such terms of agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER: -

1. Definitions:-

For the purposes of this agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below: -

- (i) "Plot of land" shall mean the land described in the SCHEDULE-II hereinafter written at the conclusion of this Agreement;
- (ii) "Said premises" shall mean the premises as described in the SCHEDULE-III hereinafter written at the conclusion of this Agreement;
- (iii) "service" in relation to any intimation by way of letter or notice by one party to the other, shall be either by hand delivery to the concerned party or to his office staff or family member; but in case it is sent by post, the service shall be deemed to have been effected on the third day of its posting of the same at the address given hereinafter, whether or not the same is actually served or any acknowledgment thereof is received back by the sender; and in case of e-mail or fax the same shall be deemed to have served on the date of sending the same.

2. PROJECT NAME:-

The name of the project i.e., of the said buildings to be constructed by the OWNER/PROMOTER in the said land described in the SCHEDULE-II hereto, shall be "**MANGLAM's CASA AMORA - PHASE III PART II**" or shall be such name as the OWNER/PROMOTER may decide at their own sole discretion, while the said project consisting of 23 Blocks/Building with Stilt + Four Floors and roof standing and one Block/Building with Ground Floor and roof standing on the land mentioned at Schedule II.

3. TRANSACTION: -

- (a) The OWNER/PROMOTER shall construct, on its own account, the building/s proposed by them to be constructed in the said land described in the SCHEDULE-II hereto, and thereafter the

OWNER/PROMOTER shall sell unto the ALLOTTEE/PURCHASER the said premises described in the SCHEDULE-III hereto, situated in the concerned building.

- (b) The proposed sale of the said premises shall include the sale of proportionate undivided share in the said land described in SCHEDULE-II hereto, which shall be proportionate to the area of the said premises agreed to be sold.
- (c) Such sale of proportionate undivided share, as per the choice of the OWNER/PROMOTER, shall be effected either in favour of a Society or entity or other body that may be formed at the instance of the OWNER/PROMOTER, for the purposes of managing the said buildings or providing common amenities to the said buildings; and if such society or entity or body is not desired to be formed by the OWNER/PROMOTER then such sale shall be made directly in favour of the ALLOTTEE/PURCHASER. In either case, the ALLOTTEE/PURCHASER shall bear the cost of the stamp duty and registration fee relating to the said premises and such ideal and undivided share in the said land.
- (d) It shall be obligatory upon the OWNER/PROMOTER to construct the said premises, upon minimum compliance of the specifications contained in the SCHEDULE-IV hereto and as per the layout shown in red colour lines in the Plan annexed hereto.

4. **CONSIDERATION AND PAYMENT:-**

- (a) The total consideration of the said premises along with the proportionate share in the said undivided land, payable by the ALLOTTEE/PURCHASER to the OWNER/PROMOTER in respect of the said premises hereby agreed to be made in favour of the ALLOTTEE/PURCHASER shall be **Rs.44,98,800/- (RUPEES FOURTY FOUR LAKH NINETY EIGHT THOUSAND EIGHT HUNDRED ONLY)** and the same shall be paid in the manner mentioned in the SCHEDULE-V. (Total consideration is inclusive of use of one Car Parking Space, Electric Charges, Infrastructure charges,

Gas connection, Solar Water Heater system, Cost of construction of Club House and its membership fees).

- (b) The total sum shall be payable by the ALLOTTEE/PURCHASER directly and only to the OWNER/PROMOTER by way of crossed account payee cheque or Banker's Demand Draft or Pay Order/RTGS, payable at Panaji- Goa, in the manner stipulated in the SCHEDULE-V hereinafter appearing. However, in its sole discretion and subject to the restrictions laid down by any law in force, the OWNER/PROMOTER may receive any amount in cash or by cheque from the ALLOTTEE/PURCHASER.
- (c) No amount paid by the Cheque, Demand Draft or Pay Order/RTGS, shall be deemed to have been received by the OWNER/PROMOTER, until the value thereof is realised in the Bank Account of the OWNER/PROMOTER.
- (d) In order that the ALLOTTEE/PURCHASER feel secured about the instalment of price paid by the ALLOTTEE/PURCHASER to the OWNER/PROMOTER at the previous stage/s, and to give confidence to the ALLOTTEE/PURCHASER about security of further amounts of instalments to be paid and as prescribed in the instalments of price payable by the ALLOTTEE/PURCHASER, both parties have decided that instalments of price payable by the ALLOTTEE/PURCHASER shall be based on stage of work at that project as reflected in the SCHEDULE-V hereinafter appearing.

5. ESSENCE OF CONTRACT:-

All payment agreed to herein and otherwise required to be made by the ALLOTTEE/PURCHASER shall always be THE ESSENCE OF THIS AGREEMENT.

The parties hereto do hereby agree that time for payment of the instalments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any such instalments or part thereof shall be deemed to be the reasonable time and cause for the

OWNER/PROMOTER to terminate this agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, the OWNER/PROMOTER shall have absolute right and discretion to accept payment of any instalments or part thereof beyond the prescribed time, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by the OWNER/PROMOTER and that it shall not affect the right of the OWNER/PROMOTER to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from any term of this agreement and shall not, in any way, change or alter the time for the payment of further instalments herein specified. However, if there is a default on the part of the ALLOTEE/PURCHASER to pay any of the instalments or any part thereof, then the ALLOTEE/PURCHASER shall be liable to pay to the OWNER/PROMOTER, the interest @ SBI base lending rate plus 2 % (Two percent) per annum, on the defaulted amount, without prejudice of whatsoever nature to the other rights of the OWNER/PROMOTER.

6. TERMINATION:-

However, in case of delay in making payment of any of the instalments by the ALLOTEE/PURCHASER, the OWNER/PROMOTER shall issue a notice in writing in that regard to the ALLOTEE/PURCHASER at the address mentioned herein, and if the entire defaulted amount is not paid to the OWNER/PROMOTER within 15 (Fifteen) days from the date of service of such Notice, then this Agreement shall be deemed to have been validly terminated without need of any further Notice or any other separate document for cancellation of this agreement.

7. RETURN OF MONEY AND INCASE OF REFUND:-

In case of such termination, sum of 10% of the total sale consideration or amount paid, whichever is less shall be forfeited and the balance, if any,

shall be refunded. No interest shall be payable, at all, by the OWNER/PROMOTER on such amounts to be refunded. It is specifically agreed that such refund shall be collected by the ALLOTTEE/PURCHASER from the Head Office of the OWNER/PROMOTER by giving to the OWNER/PROMOTER, at least, 48 hours notice, and prior to arrival of the ALLOTTEE/PURCHASER to collect such refund. Such refund shall be made by Cheque payable at Panjim - Goa.

8. COMPLIANCE OF OBLIGATION UNDER FEMA:-

If the ALLOTTEE/PURCHASER is not Indian Citizens, but are Indian Citizens Resident Outside India or Persons of Indian Origin but had earlier held Indian Passport, then all the payments under this Agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR Account and further the ALLOTTEE/PURCHASER shall also comply with all the requirements of the Foreign Exchange Management Act, 1999, and the Rules and Regulations made thereunder.

9. ALTERATION IN LAYOUT OF THE PREMISES OR CHANGES IN SPECIFICATION AND PLANS:-

The OWNER/PROMOTER is entitled to alter the plans of construction of the said premises as well as of the building/s wherein the said premise is to be constructed, as per the requirement of the architect/engineer or the sanctioning authorities. However, such alteration/modification shall not effect and/or change the location and area of the said premises agreed to be constructed for the ALLOTTEE/PURCHASER by the OWNERS/PROMOTER.

The ALLOTTEE/PURCHASER hereby unconditionally agrees that the OWNERS/PROMOTER is entitled to implement the scheme of development in respect of the said building/phase and shall be entitled to construct any additional building and structures in said project accordance with the sanctions and approvals obtained or to be obtained from the local authorities like the TCP and Village Panchayat from time to time and by consuming the said entire development potential of the said entire land and the ALLOTTEE/PURCHASER having satisfied himself

thereof, acknowledge, accepts, understands and agrees that the owner is fully entitled to carry out and implement the development of the said building and to carry out any alteration, variation, amendment and modification thereof and in the layout, plans and specification thereof and for making construction as may be deemed necessary by the owner/promoter without any dispute, protest or objection from the ALLOTTEE/PURCHASER, but subject to at least 2/3 of ALLOTTEE/PURCHASER having consented to the same.

10. INSPECTION OF THE SAID PREMISES AND DOCUMENTS: -

(a) It shall be the obligation of the ALLOTTEE/PURCHASER to inspect or to get inspected by a technically qualified person, the construction of the proposed building/s as well as the construction of the said premises, at every stage, so that objections, if any, regarding defect/s in such construction or execution of any item/s of construction be raised by the ALLOTTEE/PURCHASER or their authorised representative, in writing, while such work is in progress or within one week from date of execution of such item/s. If no such objections are given within such period, then it shall be deemed that execution of concerned item of work has been done with the full consent and concurrence of the ALLOTTEE/PURCHASER.

(b) **The ALLOTTEE/PURCHASER** hereby agrees and declares that the ALLOTTEE/PURCHASER has inspected all the title documents of the OWNER/PROMOTER pertaining to the said land, and also all the approvals, permissions, licences etc., obtained for the construction of the building in which the said premises shall situate, including the plans approved thereunder and that the ALLOTTEE/PURCHASER hereby declares that he is fully satisfied about the title of the OWNER/PROMOTER regarding the said land and about the authority of the OWNER/PROMOTER to execute this Agreement and about the legality of the construction of the said premises and of the building in which the same shall situate.

11. COMPLETION AND DELIVERY:-

(a) Upon the receipt of total consideration as mentioned under Clause 4(a) above and upon receipt of other amounts payable under Clause-13 of this Agreement, the OWNER/PROMOTER shall deliver unto the ALLOTTEE/PURCHASER possession of the said premises as agreed and shall also execute a document of transfer in respect of the said premises along with proportionate share in the said land on pro-rata basis unto the ALLOTTEE/PURCHASER, except when a co-operative society or other registered society or an association or any other body or any other institution (hereinafter referred to as “the Entity”) is formed or proposed to be formed by the OWNER/PROMOTER, for the purpose of maintenance to the building/s to be constructed in the said land, in which event, the said land and/or all buildings constructed thereon shall be transferred unto the Entity. For the purposes of this sub-clause, the delivery of possession of the said premises shall not be treated to have been given by the OWNER/PROMOTER to the ALLOTTEE/PURCHASER unless and until an authenticated copy of the Completion Certificate/Occupancy Certificate issued by the Village Panchayat or other concerned authority, is handed over by the OWNER/PROMOTER to the ALLOTTEE/PURCHASER.

(b)The OWNER/PROMOTER shall complete the construction of this project comprising of the said units as agreed to herein and shall deliver possession thereof, to the ALLOTTEE/PURCHASER, on or before **31st December 2023**, after the issuance of completion certificate by the architect of the project or from local authority. In case of delay in the above mentioned date, the Owner/Promoter shall be liable to pay the penalty to the allottees @ SBI base lending rate plus 2% per annum from the date of default till the date of actual handover.

(c)The OWNER/PROMOTER shall not incur any liability if it is unable to complete the said premises and/or deliver the possession of the said premises to the ALLOTTEE/PURCHASER, within the period stipulated herein, if the completion of the project is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any act of God, or as a result

of any notice, order, rule or notification of the Government and/or any other public or competent authority or on account of any court order or for any other valid reason or on account of unforeseen circumstances, beyond the control of the OWNER/PROMOTER.

(d) The OWNER/PROMOTER shall confirm the final carpet that has been allotted to the ALLOTTEE/PURCHASER after the construction of the building is complete in case of variation in the carpet area by 4% the total price payable for the carpet area shall be recalculated upon confirmation by the promoter. If there is any reduction in the carpet area within the defined limit then the OWNER/PROMOTER shall refund the excess money paid by the ALLOTTEE/PURCHASER within 45 days however in case if there is increase in the carpet area allotted to ALLOTTEE/PURCHASER then the promoter shall demand additional amount from the ALLOTTEE/PURCHASER, wherein the ALLOTTEE/PURCHASER have a right to terminate or pay the extra amount for the extra area.

(e) At the time of taking delivery of the said premises from the OWNER/PROMOTER, the ALLOTTEE/PURCHASER shall sign and execute the following:-

1. "Letter of Possession" based on the standard format of the OWNER/PROMOTER, which shall be the only proof and document of taking delivery of the said premises by the ALLOTTEE/PURCHASER from the OWNER/PROMOTER;
2. Necessary papers and byelaws and/or membership form, declarations, undertakings etc. as per the formats prescribed by the concerned law or authorities, which may be necessary to form and register the Entity;
3. Transfer Form for House-tax transfer, and application, undertaking, affidavit, etc., to be submitted to the Village Panchayat;
4. Transfer Forms for Electricity connection transfer and water connection transfer, if water connection is provided, and applications, undertakings, affidavits, etc., in that connection.

12.FORMATION OF THE ENTITY :-

In the event any Co-operative Housing Society, registered society, body, other institution or any association, is proposed to be formed by the OWNER/PROMOTER for the maintenance and repairs of the buildings and other structures in the said land and/or for providing common amenities to the buildings of that project, then the ALLOTTEE/PURCHASER shall become member thereof and shall pay such fees and charges as may be fixed by such society or institution or its promoters, for the purposes of maintenance or repairs and service to the said premises, and also the membership fees, sinking fund charges, etc.

13. MAINTENANCE AND OTHER AMOUNT PAYABLE HEREUNDER AND ACCOUNTS:-

- (i) The ALLOTTEE/PURCHASER hereby agrees and undertakes to pay to the OWNER/PROMOTER, before taking delivery of possession of the said premises or on demand the following amounts:-
 - a. **Rs.51,000/- (RUPEES FIFTY ONE THOUSAND ONLY)** as an one time interest free security deposit towards the maintenance and such amount shall be utilized only for common maintenance. Once the Society is formed the said amount shall be transferred to the Society as soon as it takes the charge. The said Society shall decide the amount to be incurred for the maintenance purpose from the ALLOTTEE/PURCHASER.
 - ii. If the aforesaid amount so paid as advance deposit by the ALLOTTEE/PURCHASER get exhausted/over before registration of the Entity and/or taking over of the maintenance by the managing committee of the Entity, the ALLOTTEE/PURCHASER shall be liable to pay to the OWNER/PROMOTER additional sums in actual deposit account against future actual expenses involved in

maintenance of the building as may be demanded by the OWNER/PROMOTER.

- iii.** The Entity will be entitled to charge the monthly maintenance expenses from its members as per its bye-laws or as per rate fixed by entity. The Entity will also be entitled to charge entrance fees, deposits etc. for membership as per the bye-laws of the entity.
- iv.** Expenses in respect of the actual maintenance and payment of common expenses for the project including society formation expenses, legal expenses towards drafting conveyance deed in favour of the society management service charges as stated herein above etc. and consequently, the ALLOTTEE/PURCHASER shall be liable to pay the same to the OWNER/PROMOTER regarding the expenditure made by the OWNER/PROMOTER in this regard.
- v.** The ALLOTTEE/PURCHASER shall also be liable to pay to the OWNER/PROMOTER, at the time of taking delivery of the said premises or on demand, the following: -
 1. Electricity charges as per the bills raised by the Electricity Department in respect of the said premises from the date of connection or from the date of this Agreement, whichever is later, till the date of taking delivery of the said premises. Thereafter, the same shall be the exclusive responsibility of the ALLOTTEE/PURCHASER to bear and pay the same;
 2. House-Tax in respect of the said premises from the date of issue of Occupancy Certificate or from the date of this Agreement, whichever is later, till the date of taking delivery of the said premises. Thereafter the same shall be the exclusive responsibility of the ALLOTTEE/PURCHASER to bear and pay the same.
 3. Infrastructure-Tax in respect of the said premises, as may be levied and collected or to be collected by the competent

authorities and any other new taxes, value added tax, or service tax, service charges, introduced by the Central Government and/or the State Government.

4. Any expenditure to be incurred on account of any taxes levied or to be levied by the government/quasi government/any competent authority, in respect of the said premises and the proportionate share in the said land, shall be totally borne by the ALLOTTEE/PURCHASER.
5. All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution of this Agreement or for the execution of any other document/s or finalising the final Deed of Transfer by virtue of this Agreement in favour of the ALLOTTEE/PURCHASER or the Entity, shall be borne by the ALLOTTEE/PURCHASER.

14. TRANSFER AND USER OF THE SAID PREMISES: -

- a) The ALLOTTEE/PURCHASER shall have no right to transfer/assign or sell the rights and interests created by virtue of this Agreement unless the same is duly consented, in writing by the OWNER/PROMOTER or the OWNER/PROMOTER is being made as a confirming party and after payment of the entire total consideration or entire dues. In case such transfer is required to be made after formation of the Entity, the ALLOTTEE/PURCHASER shall obtain consent from the Entity in addition to obtaining consent from the OWNER/PROMOTER. However, such consent from the OWNER/PROMOTER shall not be necessary after executing the required conveyance Deed in favour of the Entity or Individual in respect of the said land and/or the buildings constructed therein.
- b) The ALLOTTEE/PURCHASER shall use the said premises for residential purpose only. Change in user shall be subject to the ALLOTTEE/PURCHASER obtaining, at their own cost and expenses of the ALLOTTEE/PURCHASER, the requisite permission/s from the Entity, OWNER/PROMOTER and the authorities concerned.

- c) The ALLOTTEE/PURCHASER shall maintain the said Unit at his/her own cost in good repairs and condition from the date of grant of possession of the said unit is taken.
- d) The ALLOTTEE/PURCHASER shall no store in the said unit any goods which are of laws of hazardous, combustible or dangerous in nature or which are against the rules, regulation, bye law of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the ALLOTTEE/PURCHASER to the said unit in the scheme shall entirely be at the risk as to cost, consequences, damages of such ALLOTTEE/PURCHASER.
- e) The ALLOTTEE/PURCHASER shall not throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said land and the building or any part thereof.

15. SERVICE OF NOTICE OR INTIMATION:-

All that intimation, by way of letter, notice, intimation to be served on the ALLOTTEE/PURCHASER by the OWNER/PROMOTER, shall be sent at the following name and address specified below:-

FOR THE OWNER/PROMOTER:-

MANGLAM BUILD-DEVELOPERS LTD

Sixth Floor, Apex Mall,

Lalkothi Tonk Road,

Jaipur, Rajasthan.

FOR THE ALLOTTEE/PURCHASER:-

MR. SANDESH RAJARAM DHARESHWAR

C/O MR. RAJARAM SUBRAO DHARESHWAR

H.No.-90, Nityanand Ambegol,

Opp. New Bus stand, Queula,

Ponda, North Goa - 403401.

16 SETTLEMENT OF DISPUTE:-

Any dispute arising between the parties shall be settled amicably. In-case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provision of the Real Estate (Regulation and Development) Act 2016, Rules and Regulation.

17. TRANSFER OF HOUSE-TAX, ELECTRICITY AND WATER CONNECTION:-

Upon taking delivery of the said premises, it shall be the responsibility of the ALLOTTEE/PURCHASER to get the house-tax records, electricity connection and water connection, if so provided, in respect of the said premises transferred in the name of the ALLOTTEE/PURCHASER, at the cost and expense of the ALLOTTEE/PURCHASER, including payment of transfer fee, charges and security deposits, if any, to be paid/made to the concerned departments for such purposes.

18. CONVEYANCE IN FAVOUR OF THE ENTITY:-

- (a) Upon formation and registration of the Entity by the ALLOTTEE/PURCHASER and other holders of all other premises in the project, as per desire of the OWNER/PROMOTER and upon demand by the Entity, the OWNER/PROMOTER shall convey the said land, in full or in parts, unto the Entity, as may be decided by the OWNER/PROMOTER.
- (b) It is made clear that, in case the Bye-laws or constitutional document of the Entity or the competent authority, requires that even the building/s constructed in the said land are also required to be conveyed unto the Entity, then the Entity shall also require the OWNER/PROMOTER to transfer unto the Entity all the buildings constructed in the said land.
- (c) It is further made clear that all the costs and expenses in preparing, executing and registering such document/s of transfer of said land, in full or in parts, and/or the buildings constructed thereon, including

the stamp duty and registration charges, shall be borne and be paid by the ALLOTTEE/PURCHASER, on pro rata basis.

19. **ALLOTTEE/PURCHASER'S DECLARATION & OBLIGATION:-**

(a) As required by the ALLOTTEE/PURCHASER the owner herein has given all formation to the ALLOTTEE/PURCHASER herein and he/she is acquainted himself/herself with all the facts as to the marketable title of the owner and after satisfaction and acceptance of title has entered into this agreement.

(b)The owner herein has made full and true disclosures to the ALLOTTEE/PURCHASER as to the title of the owner in respect of the said land as well as the encumbrances.

(c)The owner herein has also called upon the ALLOTTEE/PURCHASER to carry out the search and to investigate the marketable title of the owner in respect of the said land by appointing his/her own advocate.

20. **USE OF FSI/FAR/TDR:**

The OWNER/PROMOTER hereby declares in case of increase in FSI the OWNER/PROMOTER alone shall be entitled to the benefit thereof and shall be entitled to load the same on the said project or in case the available FSI.

The OWNER/PROMOTER has also reserved all its rights to avail, use, utilize and consume the additional FAR/FSI, either by way of Transferable Development Right (TDR) or as Floating Floor Space Index or otherwise by whatever name called, as may be permissible under the concerned rules and regulations.

21. **RIGHT TO AMEND:-**

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

22. **GOODS AND SERVICES TAX:**

The OWNER/PROMOTOR has clearly intimated to the ALLOTEE/PURCHASER and the ALLOTEE/PURCHASER is aware the ALLOTEE/PURCHASER shall pay Goods and Services Tax at actual, the ALLOTEE/PURCHASER also agree that in the event, the rate for calculation of Goods and Services Tax is increased or the definition of Goods and Services Tax is changed or due to any other reason, the amount paid by the ALLOTEE/PURCHASER towards the payments of Goods and Service Tax is found to be insufficient, the ALLOTEE/PURCHASER shall pay the difference amount thereof to the owner.

The effect of reduction in rate of tax on supply of goods or services or the benefit of input tax credit has been considered in the price of the unit. The ALLOTEE/PURCHASER has understood the same and will not raised any objection in this regards.

23. **OTHER CONDITIONS:-**

- (a) If, at any time prior to the execution of the final Deed of Conveyance and/or handing over delivery of the said premises to the ALLOTEE/PURCHASER, as stipulated in this Agreement, the floor area ratio presently applicable to the said land is increased, such increase shall ensue for the benefit of the OWNER/PROMOTER alone, without any rebate to the ALLOTEE/PURCHASER or the Entity.
- (b) Nothing contained in this Agreement shall be construed as demands or assignment or conveyance or encumbrance on the said land or any portions thereof or on the said premises. Such demands or assignments or conveyance shall be only effected by way of delivery of possession of the said premises to be effected or caused to be effected by the OWNER/PROMOTER.

- (c) The ALLOTTEE/PURCHASER shall not be entitled to grow any fruit bearing trees/samplings or other decorative plants/trees beyond the plinth area and/or in the open spaces of the buildings agreed to be constructed or of the said land described in SCHEDULE-II hereto.
- (d) All the documents to be executed between the ALLOTTEE/PURCHASER and the OWNER/PROMOTER and/or the Entity shall be prepared by the Advocate of the OWNER/PROMOTER at the expenses of the ALLOTTEE/PURCHASER.
- (e) The project shall have an exclusive club house for the usage of all the ALLOTTEE/PURCHASER as shown in the approved plan. While the club house shall exclusive belong to the OWNER/PROMOTER.
- (f) The possession of the said flat is not handed over to the ALLOTTEE/PURCHASER.

24. The OWNER/PROMOTER of the said property and the parties hereby declare that the subject matter and/or the said plot is not the subject matter of any `schedule caste or schedule tribe pursuant to the notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

SCHEDULE-I

(Description of the Entire land)

ALL THAT land having an area of 52,117 square meters, being the distinct and separated part of the property denominated “**BONOTO**” situated in the village of Bainguinim of Taluka and Sub-District of Ilhas (Tiswadi), District of North Goa in the State of Goa, a distinct and separated part of the land formed out of amalgamation of the lands enrolled under Matriz Nos. 159, 160, 161, 162, 163, 164 & 165 of Bainguinim village in the Land Registration Office of Ilhas, and also formed out of amalgamation of a part of the land presently surveyed under No. 20/3-B, part of land presently surveyed under No. 20/3-A and the land presently surveyed under Survey No. 21/2 (part) of Bainguinim village. This land is formed out of an area of 11,500.00 square meters in the present Survey No. 20/3-B, 32,893 square meters in the present Survey No. 20/3-A and 6,934 square meters of Survey No. 21/2

(part) (which is now partitioned and surveyed under survey No 21/2-F), which is lying on the western boundary of the present Survey No. 20/3-B. The area of this land hereby sold is shown in the Plan-I annexed hereto in red hatched lines.

This land has 2 (two) segments on account of the P.W.D. Road bearing Survey No. 20/3 passing through it in the east-west direction. The boundaries of each segment of this land, are as under:

Northern Segment

- East:- By Survey Nos. 20/2 & 20/2-A of Bainguinim village;
- West:- By Survey No. 21/2-D of Bainguinim village;
- North:- By Survey Nos. 21/2-D and 21/2-E of Bainguinim village; and
- South:- By the Public Road bearing Survey No. 20/3.

This Northern Segment has an area of 17,979.59 square meters.

Southern Segment

- East:- By Survey No. 20/3-A-1 of Bainguinim village;
- West:- By the another road and its junction with the said P. W. D. Road bearing Survey No. 20/3 of Bainguinim village;
- North:- By the said P. W. D. Road bearing Survey No. 20/3 of Bainguinim village; and
- South:- By the said another road and the boundary between Bainguinim village and Goalim Moula village.

This Southern Segment has an area of 28,716 square meters.

SCHEDULE-II

(Description of the said plot of land under Development in Phase -III Part II)

ALL THAT land admeasuring an area of 28,716 square meters which is surveyed under Survey No. 20/3-A fully described in the **SCHEDULE-I** hereinabove.

East:- By Common Road

West:- By Survey No 20/3-A-1

North:- By Survey no 20/3

South:- By Survey no 30/3-A (Part)

SCHEDULE-III

(Description of the Premises to be constructed)

ALL THAT premises identified as:

FLAT No. N-201.

Having Carpet area: 59.03 square meters

Exclusive Balconies:

Balcony one: 5.52 sq mtrs

Balcony Two: 2.38 sq mtrs

Balcony Three: 4.5 sq mtrs

Utility Balcony: 3.6 sq mtrs

Super built up area 102.73 sq mtrs

Situated on the Third Floor level in the Building N, Block “N”. In the project know as “**MANGLAM’S CASA AMORA-PHASE-III PART II**” proposed to be constructed in the property described in the **SCHEDULE-I** hereinabove written and the said Flat is bounded as follows:-

East:- By Flat No.N-202.

West:- By Open Area.

North:- By Open Area

South:- By Passage.

Such premises of **FLAT No. N-201** are shown marked in red colour in the Third Floor Plan of the Building N, Block N annexed hereto and forming part of this Agreement.

The **ALLOTEE/PURCHASER** shall also be entitled to occupy and use exclusively a reserved Car Parking slot identified as **214** in the Open/Covered of Block “N” the parking area of the said building.

SCHEDULE-IV
(Specifications)

SPECIFICATIONS OF FLATS AT CASA AMORA-PHASE III, PART-II

1. **STRUCTURE**: The structure shall be R.C.C. framed as per design approved by the authority /structural designer and said structure shall be earthquake resistant.
2. **WALLS**: (a) External wall shall be of local laterite stone masonry /C C block masonry. (b) Internal wall shall be 100mm fly ash brick masonry.
3. **DOORS FRAME**: Main door frame shall be of Teak wood or equivalent internal door frame shall be of Sal wood/equivalent & bathroom door frame shall be of R.C.C.
4. **DOORS**: Main door shall be of decorative moulded with paint and all other shutters shall be Flush door with paint. Toilet door shall be FRP/Flush with oil paint.
5. **WINDOWS**: All windows shall be Aluminium powder coated three tracks sliding type. All living/dining balcony windows shall be full size aluminium sliding windows.
6. **PLASTER**: All the external surfaces of the building shall be plastered with two coats of cement mortar sand face finished and All the internal walls will have cement plaster in one coats.

7. **PAINT**: internal walls shall be finished with putty and premium emulsion paint and external wall shall be finished with acrylic based weather shield or equivalent.
8. **ROOFING**: The roof slab will be of flat RCC partly covered with sloping roof over M.S truss. The sloping roof will have Mangalore tiles cover. All the roof slabs shall be provided with water proofing treatment.
9. **FLOORING & SKIRTING**: Vitrified flooring in all rooms with same tiles skirting. Granite/Marble window sill shall be provided for all windows.
10. **TOILETS**: Concealed CPVC plumbing with standard European W.C., wash-basin, C.P. fittings with hot and cold mixer. All plumbing/bathroom fittings shall be of Jaguar make or equivalent to such make.
11. **KITCHEN**: Kitchen platform shall be provided with granite slab with single bowl stainless steel sink without drain board. A dado of glazed ceramic tiles, 60cms. High shall be provided over the kitchen platform. Water purifier and washing machine provisions shall be provided in kitchen/service balcony.
12. **ELECTRICAL**: Concealed electrification Anchor Roma or equivalent switches TV and Telephone points in living room and AC points in all rooms shall be provided.

N.B.:- OWNER/PROMOTER reserves the right to alter the above specification for the improvement of the specification.

SCHEDULE IV (A)

Amenities for the project:

1. Entry & Exit
2. Guard Room

- 3. Drop off Areas
- 4. Walkways
- 5. Club House
- 6. Kids Pool
- 7. Swimming Pool
- 8. Deck Area
- 9. Party Lawn
- 10. Kids Play Area
- 11.Badminton Court.
- 12.The building shall be providing lift with generator back up for smooth operation of such lifts.

SCHEDULE-V
(Payment Schedule)

The cost of the said premises payable by the ALLOTEE/PURCHASER shall be **Rs.44,98,800/- (RUPEES FOURTY FOUR LAKH NINETY EIGHT THOUSAND EIGHT HUNDRED ONLY)** which includes use of one car parking space, electric charges, infrastructure charges, gas connection, solar heater system, cost of construction of Club House & it’s membership. (GST will be applicable as per Govt. Norms):-

Sr. No	Time Frame	Percentage	Amount
1	Paid at the time of booking.	10 %	Rs.4,49,880/-
2	At the time of signing the Agreement.	10 %	Rs.4,49,880/-
3	Upon casting of Stilt Floor Roof,	10 %	Rs.4,49,880/-

4	Upon casting of First Ground Floor Roof	10 %	Rs.4,49,880/-
5	Upon casting of Second Floor Roof	10 %	Rs.4,49,880/-
6	Upon casting of Third Floor Roof.	10 %	Rs.4,49,880/-
7.	Upon casting of Fourth Floor roof	10%	Rs.4,49,880/-
8.	Upon completion of brickwork and plastering (Internal) and starting of the fixtures and fittings	15 %	Rs.6,74,820/-
9.	Upon completion of flooring & terrace water proofing of the building and on completion of Painting	10%	Rs.4,49,880/-
10.	Upon possession (with Occupancy Certificate)	5%	Rs.2,24,940/-
	TOTAL	100%	Rs.44,98,800/-

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day, month and the year first hereinabove mentioned, having read and understood the contents thereof.

**SIGNED AND DELIVERED BY
AUTHORISED REPRESENTATIVE
OF THE OWNER/PROMOTER,
WITHIN NAMED**

MR. VINOD KUMAR AGARWAL



RIGHT HAND FINGER PRINTS

LEFT HAND FINGER PRINTS

**SIGNED AND DELIVERED BY
THE ALLOTEE/PURCHASER,
WITHIN NAMED.**

**MR. SANDESH RAJARAM
DHARESHWAR**



RIGHT HAND FINGER PRINTS

LEFT HAND FINGER PRINT

IN THE PRESENCES OF WITNESSES:-

- 1. _____
- 2. _____

LIST OF DOCUMENT ENCLOSED:-

1. Form I & XIV extract.
2. Title Certificate.
3. Construction License.
4. TCP Permissions and Approved plan.
5. Building Plan as per sanction plan.
6. Plan of Apartment.
7. Car parking space plan.
8. Site Plan.

