

## **AGREEMENT OF SALE**

This Agreement of Sale is executed on this      th day of March 2017 at Mapusa  
- Goa.

### **BETWEEN**

**1. M/S. LINC PROPERTY DEVELOPERS LTD.**, a Company, duly registered under the Companies Act, 1956, having its registered office at A 2/2, “New Horizons”, D.B. Marg, Miramar, Panaji, Goa - 403001, having CIN - U45200GA2006PLC004839, Pan Card No. AABCL2247A and duly represented by its authorized signatory Mrs. Neeta U. Kamat, wife of Dr. Umesh S. Kamat, 34 years, married, Service, Indian National, resident of UT-A, Vollan Homes, Merces, Goa, duly authorized, vide Board Resolution dated 11/07/2016 herein represented by Mr. Rajkumar Raju Gadge, by virtue of Power Of Attorney dated 12<sup>TH</sup> October 2016 and Resolution to sell , receive money dated and Managing Director of Mega structures Realestate Limited hereinafter referred to as **“THE VENDOR”** (which term shall include its heirs, executors, administrators and assigns)

**2. MEGA STRUCTURES REALESTATE LIMITED**, duly registered under the Companies Act 2013, having its registered office at office no. 301, 302 & 306, 3<sup>rd</sup> floor, Commerce Centre Building, Opposite old Mapusa Municipality,

Mapusa, Bardez- Goa 403507, having CIN- U70109GA2016PLC012911, PAN card No. AAKCM4883A and duly represented herein by its Managing Director Mr. Rajkumar Raju Gadge, son of Mrs. Agnes Gadge and late Mr. Raju Gadge, aged 37 years, unmarried, resident of House No.762/B, Khoirut, Aldona, Bardez - Goa, , Indian National, Businessman, having duly authorized, vide Board resolution dated 28/07/2016 passed by the Board of Directors of the company, hereinafter referred to as **“THE DEVELOPER”** (which term shall include its heirs, executors, administrators and assigns) of the First Part.

**AND**

1. \_\_\_\_\_ , son/ daughter/ wife/ Husband of \_\_\_\_\_ , aged \_\_\_\_\_-years, married/ Unmarried, \_\_\_\_\_, Indian National, P.A.N Card bearing No. \_\_\_\_\_, Adhar Card bearing No. \_\_\_\_\_residing at\_\_\_\_\_, hereinafter called as **"THE PURCHASER"**, (which expression unless repugnant to the context or meaning thereof shall mean and include their heirs, executors, administrators and assigns) of the **SECOND PART**.

Whereas **“THE VENDOR”** is the absolute owner in possession of the property known and identified as **“GHORBHAT”** or **“MAINAVADA”**, admeasuring 1475

Sq. Mts., presently surveyed under Survey No. 21/7/A, at village of Aldona, within the limits of village Panchayat of Aldona, Taluka and registration Sub District of Bardez, north Goa District, State of Goa, hereinafter referred to as **“THE SAID PROPERTY”** and more precisely described in **SCHEDULE -1** hereunder,

**AND WHEREAS “THE SAID PROPERTY”**, being part of a **“THE LARGER PROPERTY”**, which was inscribed under inscription no 13601 under presentation No.5 dated 6<sup>th</sup> May 1962, at folios 186V and 187 of book no G-19 of the Land Registration Record of Bardez issued by the Directorate of Archives, Panaji dated 24/07/2006, transmission of properties then described under no 18891, 18892, 18893 and 18894 of book at folios 128 to 129 reverse of book B-49 were inscribed in favour Of Benjamin Francisco Andre Cancio de Mendonca herein above referred to as **“LARGER PROPERTY”**.

**AND WHEREAS “THE SAID PROPERTY”**, part of a larger property, herein above referred to as **“THE LARGER PROPERTY”** originally belonged to Benjamin Francisco Andre Joao Cancio de Mendonca and stood inscribed in his name under Inscription No. 13601, Presentation No. 5 dated 6<sup>th</sup> May 1916, at folios 186 V and 187 of Book No. G-19 of the Land Registration Record of Bardez. **“THE SAID PROPERTY”** has been described in the land description number 18891 and 18892.

**AND WHEREAS** vide Will dated 30/08/1944, the said Mr. Benjamin Francisco Andre Joao Cancio Mendonca bequeathed to his son Luis Xavier Jose Antonio Tome Jesus e Maria Mendonca, his free and disposable share comprising one half of the whole state, which also included half of **“THE SAID PROPERTY”**, belonging to him and his wife in communion, reserving the life-time usufruct of this bequeathed share, in favour of the said son, and his daughters Alice Jasmim Mendonca, Alda Conceicao Mendonca, Alzira Luiza Rita Mendonca and Amanda Mendonca, which in case of the daughters, the said usufruct in respect of the daughters would revert in favour of his son Luis Xavier, in case of their marriage.

**AND WHEREAS** the said Mr. Benjamin Francisco Andre Joao Cancio Mendonca expired on 8/09/1944 leaving the aforementioned will dated 30/08/1944, to:-

- a. Etelvina Francisca Piedade Batista (Widow)
- b. Alice Jasmin de Mendonca, then spinster. (Daughter)
- c. Alda Conceicao de Mendonca, then spinster (Daughter).
- d. Alzira Luiza Rita de Mendonca, then spinster (Daughter).
- e. Luis Xavier Jose Antonio Tome Jesus Maria e Mendonca, then bachelor (Son).
- f. Amanda da Mendonca, then spinster (Daughter).

**AND WHEREAS** Vide orphanological Inventory Proceedings finalized on 12/02/1946 instituted on the death of Mr. Benjamin Francisco Andre Joao Cancio Mendonca the **“The Said Property”**, listed at Serial Number one therein, came to be allotted to the said moiety:-

- a. Widow, Etelvina Francisca Piedade Batista
- b. Son, Mr. Luis Xavier Jose Antonio Tome Jesus Maria e Mendonca in equal halves.

**AND WHEREAS** Vide Deed of Gift dated 4/5/1965 executed by:

- a Mrs. Etelvina Piedade Francisca Baptista e Mendonca.(Widow)
- b Mr. Luis Xavier Jose Antonio Tome Jesus Maria de Mendonca. (Son)
- c Mrs. Alice Jasmim Mendonca e Lima and her husband Joseph Francisco de Lima (Daughter)
- d Mrs. Alda Conceicao Mendonca and her husband Antonio Francisco Guilherme Mendonca (Daughter)
- e Mrs. Alzira Luisa Rita Mendonca e Correia and her husband Franklin Roberto Correia (Daughter)
- f Ms. Amanda Mendonsa, spinster (Daughter)

The said Etelvina Piedade Francisca Baptista e Mendonca gifted to her son, the said Mr. Luis Xavier Jose Antonio Tome Jesus Maria de Mendonca her half of **“THE SAID PROPERTY”** and thus the said Luis Xavier Jose Antonio Tome

Jesus Maria de Mendonca became the full owner of **“THE SAID PROPERTY”**.

**AND WHEREAS** Vide Judgement and Decree dated 1<sup>st</sup> August 1988 passed by the Civil Judge at Mapusa in Regular Civil Suit No. 127/76/A, Mrs. Amanda de Mendonca Fernandes, Mrs. Alice Jasmime de Mendonca Lima and Mrs. Alzira Luisa Rita de Mendonca e Correia were held to be entitled to 1/8 share of usufruct of the suit properties (which included **“THE SAID PROPERTY”**) mentioned in para 2 of the plaint and were also held to be entitled to get necessary changes made in Record of Rights by making an application to the Survey Authorities in this regard.

**AND WHEREAS**, the said Judgment and Decree dated 1<sup>st</sup> August 1988 came to be set aside vide Judgment and Decree dated 27<sup>th</sup> March 2000 passed by the Ld. Additional District Judge at Mapusa in Regular Civil Appeal No. 54 of 1988, which Order has attained finality.

**AND WHEREAS** Vide Judgement and Decree dated 28<sup>th</sup> of February 1995 passed by the Ld. Civil Judge at Mapusa in Regular Civil Suit No. 17/78/B, the prayer of the Plaintiff viz. Mrs. Etelvina Piedade Francisca (who, since deceased was represented through Mrs. Amanda Mendonca e Fernandes and Mr. Amancio Cajetan Fernandes), for cancellation of the Gift Deed dated 04/05/1965 came to be dismissed.

**AND WHEREAS** the said Order dated 28/02/1995 came to be upheld vide Judgement and Decree dated 26<sup>th</sup> May, 2000 passed by the Ld. Addl. District Judge at Mapusa in Regular Civil Appeal No. 39/1995, which Order has attained finality.

**AND WHEREAS** Vide Agreement of Sale dated 23<sup>rd</sup> September 2006, executed at Mapusa before the Notary S.J. Sardessai, the said Mr. Luis Xavier Jose Antonio Tome Jesus Maria de Mendonca alias Luis Xavier Mendonca and his wife Mrs. Maria Theresa Mendonca alias Theresa Mendonca agreed to sell **“THE SAID PROPERTY”** to Mr. Ramesh Krishna Mayekar.

**AND WHEREAS** accordingly vide Deed of Sale dated 06/07/2007 registered in the office of the Sub-Registrar of Bardez at Mapusa under No. 3450 at pages 108 to 131 of Book No. I Volume No. 2196 on 10/07/2007, Mr. Luis Xavier Jose Antonio Tome Jesus Maria de Mendonca alias Luis Xavier Mendonca and his wife Mrs. Maria Theresa Mendonca alias Theresa Mendonca, sold **“THE SAID PROPERTY”** to Mr. Ramesh Krishna Mayekar.

**AND WHEREAS** Vide Deed of Sale dated 14<sup>th</sup> July 2008 registered in the office of the Sub-Registrar of Bardez at Mapusa under No. 64041 at pages 124 to 138 of Book No. I Volume No. 12710 on 01/09/2008, Mr. Ramesh Krishna Mayekar and his wife Mrs. Reshma Ramesh Mayekar sold **“THE SAID PROPERTY”** to Mr. Dayanand Narvekar.

**AND WHEREAS** Vide Deed of Rectification dated 25<sup>th</sup> August 2015 registered in the office of the Sub-Registrar of Bardez at Mapusa under No. BRZ-BK1-07531-2015 Book-1 Document CD Number BRZD771 on 25/08/2015, the Matriz Nos. of “The Said Property” which were failed to be added in the Deed of 14<sup>th</sup> July 2008 were added.

**AND WHEREAS** Vide Deed of Sale dated 25<sup>th</sup> August 2015 registered in the office of the Sub-Registrar of Bardez at Mapusa under No. BRZ-BK1-07532-2015 Book-1 Document CD Number BRZD771 on 25/08/2015, Mr. Dayanand Narvekar and his wife Mrs. Sushma Dayanand Narvekar sold **“THE SAID PROPERTY”** to Linc Property Developers Limited.

**AND WHEREAS** Linc Property Developers Limited applied for mutation and mutation was approved and in the I & XIV form of **“THE SAID PROPERTY”** having survey number 21 and sub division number 7-A, the name of Linc Property Developers Limited herein appeared as Linc Property Developers Pvt Ltd. On observation it was noticed that the correct name of the company is Linc Property Developers Limited and not Linc Property Developers Pvt Ltd.

**AND WHEREAS** the said error was noticed on the I&XIV form further study was made to find out whether it was typing mistake made by Mamlatdar while issuing I & XIV form with survey no 21 and sub division number 7- A. But



study revealed that there was a mistake made in previous Deed of Sale dated 25<sup>th</sup> August 2015, registered in the office of the Sub-Registrar of Bardez at Mapusa under No. BRZ-BK1-07532-2015 Book-1 Document CD Number BRZD771 on 25/08/2015.

**AND WHEREAS** the said Deed of Sale was then rectified by a Deed of Rectification /Ratification dated 27th June 2016 registered in the office of the Sub-Registrar of Bardez at Mapusa under No. BRZ-BK1-03072-2016 Book-1 Document CD Number BRZD780 on 08/07/2016, and the name of “**THE VENDOR**” which appeared as Linc Property Pvt Ltd was rectified as Linc Property Developers Limited.

**AND WHEREAS** it was further resubmitted for mutation and mutation has been approved and now Linc Property Developers Limited name appears in occupants column of I&XIV form of “**THE SAID PROPERTY**” with survey number 21 and subdivision number 7- A.

**AND WHEREAS** by an Agreement of Sale dated 25/08/2016, executed before Sub Registrar of Bardez which is recorded in book 1 of Document Registration Number BRZ-Bk1-03770-2016, CD Number BRZD781 on 26/8/2016, “**THE VEDNDOR**” gave “**THE DEVELOPER**” the authority for the development of the said property. And the following apartments were decided to be allotted to “**THE VENDOR**”.

- a) 02 units of 2 BHK admeasuring minimum 85-90 m<sup>2</sup> in the said property
- b) 01 unit of 01 BHK admeasuring minimum 55-60 m<sup>2</sup> in in the said property
- c) 01 double height shop admeasuring not less than 15 m<sup>2</sup> facing main road

**AND WHEREAS** there were changes made in the apartments and shop to be allotted to **THE VENDOR** by Deed of Rectification dated 6<sup>th</sup> January 2017 and the following apartments and shop were chosen by “**THE VENDOR**” and the same was agreed by “**THE PURCHASER**”

- a. 2 units of 1 BHK admeasuring super built up area of 64 sq. mts each on  
“**THE SAID PROPERTY**”
- b. 1 unit of 3 BHK admeasuring super built up area of 120 sq. mts on  
“**THE SAID PROPERTY**”.
- c. 1 double height shop admeasuring 15 sq. mts facing main road on “**THE SAID PROPERTY**”.

**AND WHEREAS** by Power of Attorney dated 12/10/2016 **“THE VENDOR”** gave **“THE DEVELOPER”** the power for the Development of **“THE SAID PROPERTY”**.

**AND WHEREAS** by resolution dated 07/01/2017 **“THE VENDOR”** gave **“THE DEVELOPER”** the authority to execute Agreement of Sale/ Deed of Sale/ Deed of rectification, accepting money, issue receipts, NOC, undertaking and such other deeds and documents as may be required for the sale of flats/ shops, other than the flats/ shops reserved for **“THE VENDOR”** built on **“THE SAID PROPERTY”** which are as follows:-

- a. 1 unit of 1 BHK flat on the upper ground floor super built up area admeasuring 64 sq. mts.
- b. 01 unit of 1 BHK flat of the first floor super built up area admeasuring 64 sq. mts.
- c. 01 unit of 3 BHK flat on the first floor super built up area admeasuring of 120 sq. mts.
- d. 01 unit of double height shop on the ground floor admeasuring 15 sq. mts. facing main road.

**AND WHEREAS** **“THE DEVELOPER”** further obtained the required

PERMISSION/ License for the construction of residential building on **“THE SAID PROPERTY”** from Village panchayat of Aldona under license no. VPA/P-20/3051/16-17 dated 18/02/2017.

**AND WHEREAS “THE DEVELOPER”** also obtained the sanction of the plan of a residential building on **“THE SAID PROPERTY”** by permission from North TCP under No. TPB/2803/ALD/TCP-17/210 dated 27/01/2017.

**AND WHEREAS “THE DEVELOPER”** obtained the conversion sanad of the said property under the order from collector, North Goa, District, Panaji under No. 4/74/CNV/AC- III/2016/408 dated 21/04/2017.

**AND WHEREAS** as per the approved plan of the residential building on **“THE SAID PROPERTY”** of **“THE SAID BUILDING”** the apartments and shops named and given to **“THE VENDOR”** are as follows:-

- a. G3 that is a 1 BHK on the upper ground floor with an area of 64.13 sq. mts.
- b. F4 that is a 1BHK on the First Floor with an area of 64.13 sq. mts.
- c. F3 that is a 3 BHK on the First Floor with an area of 120 sq. mts.
- d. SH 5 that is a double height shop on the ground floor with an area of 17.92 sq. mts..

**AND WHEREAS** after obtaining all these required Government permissions as mentioned above, **“THE DEVELOPER”** started to build the residential building and named it **“MOTHER AGNES FIELD VIEW”** on **“THE SAID PROPERTY”** consisting of 11 apartments of those 11 apartments one apartment is 3 bhk, three apartments are 2 bhk without open terrace and three apartments are 2bhk with an open terrace and four apartments are 1 BHK. The project also consists of 7 shops. Out of the 7 shops, 5 shops are double height and 2 are single height as shown in the approved plan. This building name **“MOTHER AGNES FIELD VIEW”** which is being constructed on **“THE SAID PROPERTY”** is herein after called **“THE SAID BUILDING”**.

**AND WHEREAS “THE DEVELOPER”** has decided to allot the premises in **“THE SAID BUILDING”** on ownership basis to those who finance the construction of the said premises and also contribute towards the cost of the proportionate share in the land corresponding to the premises.

**AND WHEREAS “THE PURCHASER”** herein approached **“THE DEVELOPER”** for acquiring one flat in **“THE SAID BUILDING”** which is being constructed by **“THE DEVELOPER”** on **“THE SAID PROPERTY”**.

**AND WHEREAS** after making oral discussion with **“THE DEVELOPER”**, **“THE AND WHEREAS “THE PURCHASER”** herein approached **“THE DEVELOPER”** for acquiring one flat in **“THE SAID BUILDING”** which is being constructed by **“THE DEVELOPER”** on **“THE SAID PROPERTY”**.

**AND WHEREAS “THE PURCHASER”** also inspected and verified the plans of **“THE SAID BUILDING”** and liked the Flat named "\_\_\_\_\_" on the \_\_\_\_\_ **Floor** having its built up area \_\_\_\_\_ **sq. mts** including incidence of staircase and **Stilth Parking area of \_\_\_\_\_ sq mts** in **“The Said Building”** on **"The Said Property"**, hereinafter called **“THE SAID FLAT”** and which is more particularly described in the **Schedule-II** hereto.

**AND WHEREAS “THE PURCHASER”** have checked & confirmed the area of **“THE SAID FLAT”** as mentioned by **“THE DEVELOPER”** & agreed with the area mentioned by **“THE DEVELOPER”** on the present agreement.

**AND WHEREAS “THE DEVELOPER”** has shown and explained **“THE PURCHASER”** the specification of **“THE SAID BUILDING”** and **“THE SAID FLAT”**, which is being constructed in **“THE SAID BUILDING”** on **“THE SAID PROPERTY”** and the specification has been written herein below in the **Schedule III** and attached to this agreement.

**AND WHEREAS “THE PURCHASER”** herein have agreed to acquire on ownership basis, after having satisfied themselves regarding the legal title of the land and the validity of the proposed construction and have agreed with **“THE DEVELOPER”** to purchase **“THE SAID FLAT”** described in the Schedule

II hereto.

**AND WHEREAS “THE PURCHASER”** have agreed to purchase from **“THE DEVELOPER”** and **“THE DEVELOPER”** has agreed to allot on ownership basis **“THE SAID FLAT”** for total sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which includes the cost of indivisible, impartible right, share and interest in **“THE SAID PROPERTY”** corresponding to **“THE SAID FLAT”** and cost of Construction of **“THE SAID FLAT”**, being **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)**.

**AND WHEREAS “THE PURCHASER”** have agreed to pay to **“THE DEVELOPER”** the said total sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as total price of **“THE SAID FLAT”** which includes the price of the proportionate undivided share, impartible and undivisible share, proportionate to **“THE SAID FLAT” No. "\_\_\_\_\_"** on the \_\_\_\_\_ **Floor** having its built up area \_\_\_\_\_ **sq. mts** including incidence of staircase and **Stilt Parking area of \_\_\_\_\_ sq mts.** in **“THE SAID BUILDING”** on **"THE SAID PROPERTY"**.

**AND WHEREAS** the Vendors are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

**AND WHEREAS “THE VENDOR”** has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; **AND WHEREAS “THE VENDOR”** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated copy is attached in Annexure ‘F’;

**AND WHEREAS “THE VENDOR”** has appointed a structural Engineer for the

preparation of the structural design and drawings of the buildings and **“THE VENDOR”** accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

**AND WHEREAS** by virtue of the Development Agreement/Power of Attorney **“THE VENDOR”** has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Vendor on the project land and to enter into Agreement/s with the Developer(s)/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from **“THE PURCHASER”**, **“THE DEVELOPER”** has given inspection to **“THE PURCHASER”** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the attorney at law or advocate of **“THE VENDOR”** , authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Vendor to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A'(title certificate) and 'B'(property documents) respectively.

**AND WHEREAS** the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1(Aproved plan).

**AND WHEREAS** the authenticated copies of the plans of the Layout as



proposed by **“THE VENDOR”** and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,(Site plan).

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Developer, as sanctioned and approved by the local authority have been annexed and marked as Annexure D(Apartment plan).

**AND WHEREAS “THE DEVELOPER”** has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

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

**AND WHEREAS** the carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the purchaser or verandah area and exclusive open terrace area appurtenant to the said

Apartment for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the apartment.

**AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

**AND WHEREAS**, prior to the execution of these presents **“THE DEVELOPER”** has paid to **“THE VENDOR”** a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Apartment agreed to be sold by **“THE VENDOR”** to **“THE DEVELOPER”** as advance payment or Application Fee (the payment and receipt whereof **“THE VENDOR”** both hereby admit and acknowledge) and **“THE DEVELOPER”** has agreed to pay to **“THE VENDOR”** the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, **“THE VENDOR”** has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

**AND WHEREAS**, under section 13 of the said Act **“THE VENDOR”** is required to execute a written Agreement for sale of said Apartment with **“THE DEVELOPER”**, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, **“THE DEVELOPER”** hereby agrees to sell and **“THE DEVELOPER”** hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

**NOW, THEREFORE, THIS AGREEMENT WITNESSES and it is mutually agreed by between the parties hereto as follows:-**

1. **"THE VENDOR"** shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that **"THE DEVELOPER"** shall have to obtain prior consent in writing of **"THE PURCHASER"** in respect of variations or modifications which may adversely affect the Apartment of **"THE DEVELOPER"** except any alteration or addition required by any Government authorities or due to change in law.

2. In pursuance of the aforesaid agreement and in consideration of the total sum **Rs. \_\_\_\_\_ -/- (Rupees \_\_\_\_\_ Only)**, agreed to be paid by **"THE PURCHASER"** to **"THE DEVELOPER"**. **"THE DEVELOPER"** has agreed to allot on ownership basis the premises consisting of the Flat No. "\_\_\_\_\_" on the \_\_\_\_\_ **Floor** having its built up area \_\_\_\_\_ **sq. mts** including incidence of staircase and **Stilt Parking area of \_\_\_\_\_ sq mts** in **"The Said Building"** on **"The Said Property"**, and more particularly described in the **Schedule-II** hereto, for total price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which includes the cost of indivisible, impartible right, share and interest in **"The Said Property"** corresponding

to **"The Said Flat"** and cost of Construction of **"The Said Flat"**, being  
**Rs. \_\_\_\_\_ -/- (Rupees \_\_\_\_\_ Only)**

3. That **"THE PURCHASER"** shall pay the total price of **Rs. \_\_\_\_\_/-**  
**(Rupees \_\_\_\_\_)** which includes cost of construction as well  
as cost of proportionate share in the land as aforesaid to **"The Developer"**,  
against written receipt/s:-

a. **"THE PURCHASER"** have paid the sum of **Rs. \_\_\_\_\_/- (Rupees**  
**\_\_\_\_\_ Only)** as booking amount of the said flat by cheque No  
\_\_\_\_\_, drawn on \_\_\_\_\_, \_\_\_\_\_ Branch, dated  
\_\_\_\_\_.

Balance Money to be paid in the following manner as mentioned below:

a. **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** at  
the time of execution of the present agreement or one month from  
the date of execution of the present agreement.

b. **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)**  
immediate upon the completion of First Slab of **"THE SAID**  
**BUILDING"**.

c. **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**  
immediate upon the completion of Second Slab of **"THE SAID**  
**BUILDING"**.

- d. **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**)  
immediate upon the completion of Third Slab of **“THE SAID BUILDING”**.
- e. **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**)  
immediate upon the completion of Masonary of **“THE SAID BUILDING”**.
- f. **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**)  
immediate upon the completion of Plaster of **“THE SAID BUILDING”**.
- g. **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**)  
immediate upon the completion of Tiles of **“THE SAID BUILDING”**.
- h. **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**) immediate upon the completion of Plumbing and Electrical finishing of “The Said Building”.
- i. **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **Only**)  
immediate upon the obtaining the occupancy of “The Said Flat”.  
The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the [Apartment/Plot

4. That all the owners of apartments and shops in the building named **MOTHER AGNES FIELD VIEW** shall pay the following amount towards the Gym, Squash and Community area.

- Owner of 3 BHK shall pay **Rs. 2,00000/- ( Rupees Two Lakhs only)**
- Owner of 2 BHK shall pay **Rs. 1,50,000/- ( Rupees One Lakh Fifty Thousand Only)**
- Owners of 1BHK shall pay **Rs. 1,00000/- ( Rupees One Lakhs Only)**
- Owner of Single height shop shall **pay Rs. 50,000/- ( Rupees Fifty Thousand Only)**
- Owner of Double Height shop shall pay **Rs.1,00000/- ( Rupees One Lakh Only)**

5. That each owner of apartments and shops in the building named **MOTHER AGNES FIELD VIEW** shall pay an Amount of **Rs. 11,113/- (Rupees Eleven Thousand One hundred and Thirteen only)** towards Infrastructure Tax.

6. That each owner of apartments and shops in the building named **MOTHER AGNES FIELD VIEW** shall pay an Amount of **Rs. 33,333/- (Rupees Thirty Three Thousand Three Hundred and thirty Three only)** towards Transformer Charges.

7. That all the owners of apartments and shops at **MOTHER AGNES FIELD VIEW** will have to pay towards service tax, stamp duty and vat tax.

8. That **“THE PURCHASER”** shall make all the aforesaid payments to **“The Developer”**, by cheque /Demand Drafts drawn in the name of **MEGA STRUCTURES REALESTATE LIMITED**.
9. That all the above mentioned scheduled payments to be paid by **“THE PURCHASER”** to **“THE DEVELOPER”** as per the agreement written hereinabove or hereinafter shall be referred to as the installments for sake of brevity.
10. That all these installments are to be paid by **“THE PURCHASER”** to **“THE DEVELOPER”** within seven days from the date of the demand made by the **“THE DEVELOPER”**.
11. That **“THE DEVELOPER”** may demand for the payment of balance amount of money due from **“THE PURCHASER”** as per the terms of payment agreed and written hereinabove by making simple Telephone call or by SMSing to **“THE PURCHASER”** on their Phone Nos. given by them and written herein below.
12. That **“THE PURCHASER”** should make payment on or before due date, of Total Price and other amounts payable as per the Payment Schedule, as opted by **“THE PURCHASERS”** or as demanded by **“THE DEVELOPER”** from time to time is the essence of this Agreement of Sale.

13. That all the correspondence to **“THE PURCHASER”** shall be addressed to **MR. FRANCISCO LOBO** and **MRS. FLORINA LOBO** Flat No S-5, Building H, Opp. Football Ground Chamunda Enclave Bondir, Santa Cruz, North Goa 403005, Phone No. 9923854769. All the correspondence to **“THE DEVELOPER”** shall be addressed to **MEGA STRUCTURES REALESTATE LIMITED**, Off. Nos. 301, 302, 305 & 306, 3<sup>rd</sup> Floor, Commerce Centre, Near Mapusa Municipality, Mapusa, Bardez-Goa. E-mail: salesmsre@gmail.com, Phone Nos. 0832-2254647/ 9225901193.

14. That if **“THE DEVELOPER”** demands the payment of balance money from **“THE PURCHASER”** as per the terms of payment written hereinabove in this agreement but **“THE PURCHASER”** defaults in payment of balance money as per the terms of payment then **“THE DEVELOPER”** will be at liberty either (A) To terminate the agreement without giving any notice of termination or (B) To allow extension of time for payment, as **“THE DEVELOPER”** deems fit or (C) to give a notice of termination of 15 days to **“THE PURCHASER”** and terminate. **“THE DEVELOPER”** is free to exercise any option as **“THE DEVELOPER”** finds fit. And whenever **“THE DEVELOPER”** exercises his option and terminates the agreement then without prejudice to the other rights and claims of the **“THE DEVELOPER”**, this agreement will come to an end, and the allotment of the aforesaid flat made to **“THE PURCHASER”** will stand cancelled and **“THE**



**DEVELOPER**” shall be empowered to allot **“THE SAID FLAT”** to any other person, and thereupon **“THE DEVELOPER”** will be liable only to refund **“THE PURCHASER”** the amount paid by **“THE PURCHASER”** to **“THE DEVELOPER”** without any interest thereon with a deduction of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** of the total amount paid by **“THE PURCHASER”** and **“THE PURCHASER”** shall have no any further rights, claims of whatsoever nature against **“THE SAID FLAT”** in **“THE SAID BUILDING”** on **“THE SAID PROPERTY”**.

15. That any notice or letter sent by Registered A/D post, on the address given hereinabove to the **“THE PURCHASER”** shall be deemed to have been duly served upon **“THE PURCHASER”** herein.
16. That nothing contained in these presents shall be construed as demise, or assignment, or conveyance in law of **“THE SAID PROPERTY”** or any part thereof, or **“THE SAID BUILDING”** constructed thereon or any portion thereof. Such demise or assignment or conveyance shall take place only upon transfer by formal assignment or conveyance to all the flat owners of **“THE SAID BUILDING”** before/on/or after taking possession of their respective premises. All the expenses like Stamp Duty, Registration Charges etc. for the Sale Deed to be paid by **“THE PURCHASER”**.

17. That **"THE PURCHASER"** shall have no right to transfer, assign or sell their right and interest in **"THE SAID FLAT"** till they have discharged and paid to **"THE DEVELOPER"** all the amount and dues in respect of **"THE SAID FLAT"** and taken possession of **"THE SAID FLAT"** as per the terms and conditions of this agreement.
18. That **"THE DEVELOPER"** reserves the right to allot parking to any purchaser and no one shall have any right over the same without getting the same allotted from **"THE DEVELOPER"**.
19. interest in **"THE SAID PROPERTY"** and/or **"THE SAID FLAT"** or **"THE SAID PROPERTY,"** it being agreed and declared by **"THE PURCHASER"** that her/his share in **"THE SAID PROPERTY"** is impartible and indivisible.
20. That **"THE PURCHASER"** agree to pay all the Taxes, levies, Service Tax, Sales Tax/Stamp duty and registration charges etc. applicable to **"THE SAID FLAT"**, over and above the agreed price of **"THE SAID FLAT"** to be paid by **"THE PURCHASER"** before the taking the possession of **"THE SAID FLAT"**.

21. That **“THE PURCHASER”** shall pay all kind of taxes and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and other Taxes, by whatever name called paid or payable by the **“THE DEVELOPER”** and/or its contractors (including subcontractors) suppliers, consultants, now or in future, in connection with the development of **“The Said Flat”**.

22. That **“THE PURCHASER”** shall pay, as and when demanded by **“THE DEVELOPER”**, the Stamp Duty, registration charges and all other incidental and legal expenses for registration of the sale deed of **“The Said Flat”** in favour of **“THE PURCHASER”** which shall be registered after receipt of the Total Price and other charges as set out in this Agreement of sale and the Payment Schedule.

23. That **“THE PURCHASER”** shall pay Infrastructure Development Charges Infrastructure Augmentation Charges and any other Government levies/ charges, etc. as and when demanded by **“THE DEVELOPER”**.

24. That **“THE PURCHASER”** shall pay the Proportionate share towards cost incurred by the **“THE DEVELOPER”** for creating infrastructure like

Installation of Transformer for Electricity, HT Feeder, EHT Substation, Power House, Transformer, Equipment and for water supply. Cost for providing power back up including that of equipments, DG set, cabling, installation etc.

25. That **“THE PURCHASER”** shall pay the cost of electric and water meter as well as charges for water and electricity connection and consumption. The aforementioned charges shall be paid as and when demanded by the **“THE DEVELOPER”** and the determination of the proportionate share by the **“THE DEVELOPER”** shall be final and binding upon the **“THE PURCHASER”**. **“THE PURCHASER”** agree that in case of failure of **“THE PURCHASER”** to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of **“THE SAID FLAT”** and the **“THE DEVELOPER”** shall have the discretion to withhold the handing over the possession and registration of **“THE SAID FLAT”** and/ or resume **“THE SAID FLAT”**.

26. That in respect of all remittances, acquisition/ transfer of **“THE SAID FLAT”** it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and

regulations of the Reserve Bank of India or any other applicable law and provide the **“THE DEVELOPER”** with such permissions, approvals which would enable the **“THE DEVELOPER”** to fulfill its obligations under this Agreement of sale.

27. That any refund, transfer of security if provided in terms of this Agreement shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law.

28. That all the Electricity Connections and House Tax are given in the name of **“THE DEVELOPER”**. After obtaining possession, **“THE PURCHASER”** have to change it in his/her name. There are certain higher minimum bills charged by Electricity Department. On behalf of **“THE PURCHASER”** such agreement with Electricity or other Departments are signed by the **“THE DEVELOPER”** and therefore **“THE PURCHASER”** have to abide by same. **“THE PURCHASER”** shall pay all deposits and charges paid/payable by the **“THE DEVELOPER”** to Goa State Electricity Board or any other body. Charges / deposits / costs for creating HT feeder for tapping electricity from State Electricity Board's source up to receiving point of **“THE SAID FLAT”**.

29. That it is specifically agreed by the parties to this agreement that if any defect in construction of **"THE SAID FLAT"** of **"THE PURCHASER"** and/or in the part of the building connected thereto is noticed by **"THE PURCHASER"** within the period of one year from the date of handing over the possession of **"THE SAID FLAT"** to them, and similarly in case any material used for the construction of the said is found to be defective or spurious therein are noticed by **"THE PURCHASER"** within a period of one year from the date of handing over possession of to **"THE PURCHASER"** by **"THE DEVELOPER"**, **"THE PURCHASER"** shall bring the said defects to the notice of **"THE DEVELOPER"**. **"THE DEVELOPER"** shall then wherever possible rectify such defects at their own cost. **"THE DEVELOPER"** will be responsible to rectify defect only if material alteration is not made to **"THE SAID FLAT"** by **"THE PURCHASER"**. After one year, **"THE DEVELOPER"** shall not be the anyway liable or responsible for the same.

30. That **"THE DEVELOPER"** shall always be at liberty to sell, assign, mortgage, transfer or otherwise deal with their right, title and interest in **"THE SAID PROPERTY"** and the building to be constructed thereon PROVIDED it does not in any way affect the rights of **"THE PURCHASER"** in respect of **"THE SAID FLAT"** and the undivided proportionate share in land appurtenant to **"THE SAID FLAT"**.

31. That the deed of conveyance and/or assignment or such other deeds concerning "**THE SAID FLAT**" to the Party of "**THE PURCHASER**" and other premises owners shall be prepared by the advocate or attorneys of the Party of "**THE DEVELOPER**".
32. That "**THE PURCHASER**" hereby further agree and bind himself/herself to keep a deposit to the extent of 4% of the aforesaid consideration price of "**THE SAID FLAT**" with "**THE DEVELOPER**" against "Maintenance Fund" of the building named "**MOTHER AGNES FIELD VIEW**" with "The Association" at the time of forming of Association or Society to be deposited in the account of Society of "**THE SAID FLAT**".
33. That this amount would be deposited in one of the Co-operative Bank in the name of "**MOTHER AGNES FIELD VIEW**" and the interest accrued from this deposit would be credited to the saving account opened and operated by "The Association" solely for the maintenance of "**THE SAID BUILDING**".
34. That the interest amount would be solely utilized for meeting the outgoing and expenses towards the Painting of Outer Walls, Common Lights, Sanitation, Water Charges, Chawkidars (gurkha), Sweeper's

Remuneration, Liftmen's Remuneration, Driveway and Garden Lights, Maintenance of Garden and all other incidental expenses.

35. That the said Saving Account of the Association will be operated by **“THE DEVELOPER”** and will remain with **“THE DEVELOPER”** till the conveyance of the property is made in favour of all the premises owners. After the proper conveyance of **“THE SAID PROPERTY”** to all the premises owners the said account would be handed over to them for further maintenance thereafter.
36. That the expenses towards the internal repairs and maintenance of the respective individual premises will not be made from these funds.
37. That **“THE PURCHASER”** do hereby covenant with **“THE DEVELOPER”** that **“THE DEVELOPER”** shall be entitled to carry out any addition, alterations or improvements that may be made to the original plans at the instance of the Municipality of Mapusa or Town Planning Department or any other Authority concerned.
38. That **“THE DEVELOPER”** shall hand over the possession with the key of **“THE SAID FLAT”** together with the undivided share in **“THE SAID PROPERTY”** to **“THE PURCHASER”** on or before **December, in the year**



**2018**, on receipt of the full and final payment of the Purchase price from “THE PURCHASER”.

39. That “THE PURCHASER” do hereby agree to observe and perform all Rules and Regulations which the respective premises owners may jointly adopt from time to time and at all times for the protection and maintenance of the aforesaid building for conforming to the building rules and Municipal bye-laws and regulations in force and for fully and properly vestige "**THE SAID PROPERTY**" and building in "**THE SAID FLAT**" owners and for strict observance of various stipulations and conditions jointly laid down by the flat owners respecting the use and occupation of the flats by the flats owners.

40. That “**THE PURCHASER**” agree and bind himself /herself to pay at all times punctually and regularly on possession of the flat being delivered to them on the basis of the Municipal assessment of "**THE SAID FLAT**" their proportionate share in all rates, taxes, dues, impositions, outgoing and burdens now or at any time hereafter assessed or imposed upon "**THE SAID PROPERTY**" or upon the owners or occupiers and shall also pay their proportionate share of outgoing in respect of "**THE SAID PROPERTY**", taxes, insurance premium against the fire and other risks.

**SCHEDULE I HEREIN ABOVE REFERRED TO:**

All that parcel of land admeasuring **1475 Sq. Mts.**, presently surveyed under Survey No. 21/7/A, at Village Aldona, within the limits of the Village Panchayat of Aldona, Taluka and Registration Sub District of Bardez, North Goa District, State of Goa, which property is described in the office of the Land Registrar at Bardez under No. 18891 and 18892 at folio 128 and 129 (R) of Book B-49 (New) and enrolled in the Taluka Revenue Office under No. 912, 914, 925, 929.

**“THE SAID PROPERTY”** is bounded as under: -

On the North: - By remaining part of the same property and Road;

On the South: - By Road;

On the East: - By Survey No. 21/8 of Village Aldona; and

On the West: - By Road.

**SCHEDULE II HEREIN ABOVE REFERRED TO:**

Flat No. "**G1**" on the **Ground Floor** having its built up area **89.01 sq. mts** including incidence of staircase and **Stilt Parking area of 18.50 sq mts** in the project named "**MOTHER AGNES FIELD VIEW**", constructed on the said property described in the Schedule I hereinabove, situated at Village Aldona, shown as such in the plan annexed hereto, within the limits of Village Panchayat of Aldona, Taluka of Bardez, District of North Goa and State of Goa, and bounded as follows:-

**On the North:- Internal road and F1 flat**

**On the South:- G2 flat**

**On the East:- Internal road**

**On the West:- Staircase and G3 flat**

**SCHEDULE III HEREIN ABOVE REFERRED TO:  
S P E C I F I C A T I O N S**

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

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

**Decor:** Internal-Cement plaster with Neeru finish with Plastic Paint. **External** - Double coat sand faced cement plaster with cement paint of Apex.

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

Windows of Jack or other wood /Aluminum.

**Kitchen:** Granite platform, Stainless steel Sink- Nirali equivalent.

Glazed tiles dado up to 60 cms above platform.

**Toilets:** Floors & Walls tiles full height in ceramic tiles.

European commode, wash basin & shower. Toilet fittings Jagur/Marc equivalent. WC, Wash basin, Parryware, Hindware equivalent.

**Electrical:** Concealed Electrical fittings with copper wiring and Anchor Roma or equivalent type switches. 3/1 phase electricity connection, concealed conduit wiring with adequate points for lights, fans and plugs.

Concealed cable TV, Telephone and interte cables. Provision for A/c.

Provision for Back up inverter. Provisions for Hot & Cold water in the bathroom.

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

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

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

SIGNED AND DELIVERD BY  
WITH NAMED "**THE VENDOR**"  
LINC PROPERTY DEVELOPERS LTD  
REPRESENTED BY POWER OF  
ATTORNEY HOLDER, MR. RAJKUMAR GADGE  
MANAGING DIRECTOR OF  
MEGA STRUCTURES REALESTATE LIMITED

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**MR. RAJKUMAR RAJU GADGE**

L. H. F. Prints

R. H. F. Prints

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

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**MR. RAJKUMAR RAJU GADGE**

L. H. F. Prints

R. H. F. Prints

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SIGNED AND DELIVERED  
BY WITH NAMED  
**“ THE PURCHASER”**

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L. H. F. Prints

R. H. F. Prints

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WITNESSES:-

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

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

...29/-