

AGREEMENT FOR CONSTRUCTION AND SALE

THIS AGREEMENT is made at Mapusa on this ___ day of April of the year 2021.

BETWEEN

MERCY CONSTRUCTION LLP, a Limited Liability Partnership with identification No., having its registered office at 17/A, Ground Floor, Boran Road, Bandra (West) Mumbai-400050, holding Permanent Account Number _____, herein represented by its Partners: -

1. **MR. KASHISH RAJIV HANS**, son of Shri. Rajiv Hans, aged about 30 years, married, business, holding Permanent Account Number _____, Aadhaar No. _____, email address _____, Mobile No. _____, Indian National, residing at 17/A, Ground Floor, Boran Road, Bandra (West) Mumbai-400050.

2. **MRS. DIMPLE OBEROI**, daughter of Shri. Anthony James, aged about 42

3. _____ years, business, married, holding Permanent Account Number _____, Aadhaar No. _____, Email ID _____, Mobile No. _____, Indian National, residing at Flat No.4, 2ND Floor, Block-C, Sapana Habitat, CHOGM Road, Porvorim, Bardez Goa-403521, hereinafter referred to as the "**SELLER/DEVELOPER**" (which

expression shall unless repugnant to the context or meaning thereof shall include their heirs, successors, legal representatives and assigns) of the **FIRST PART**.

AND

1. **MR.** _____, son of Mr. _____, aged about __ years, married, businessman, holding permanent account number _____, Aadhar No. _____, mobile No. _____, email address _____, and his wife,

2. **MRS** _____, aged about __ years, married, housewife, holding permanent account number _____, Aadhaar No. _____, both Indian National and resident of _____, hereinafter referred to as the "**PURCHASER**"

(which expression shall unless it be repugnant to the context or meaning thereof include his/her/theirs legal representatives, assignees, transferees, executors and administrators) of the **SECOND PART**.

WHEREAS The VENDOR/DEVELOPER at Serial No. 1 is represented in this act by duly constituted attorney his partner i.e. the **SELLER/DEVELOPER** at Serial No. 2 authorised vide Power of Attorney dated 24.11.2020 executed in Mumbai before Notary Mr. Ranjeet Singh, registered under serial no. 838/2020, Notary Maharashtra, Govt of India.

AND WHEREAS:

1). That there exist a property known as "NILA NIWAS" or "BENDIACHO VANTO" or "QUEGDICHO MAG" or "SINQUERICHO MAG", situated at Porvorim, within the limits and jurisdiction of the Village Panchayat of Penha De Franca, Taluka and Registration Sub-District of Bardez, District of North Goa, State of Goa, which is described in the office of Land Registrar of Bardez under No. 12512 of Book B-33 and is enrolled in the Taluka Revenue office under Matriz Predial No. 338,

presently surveyed under Survey no. 141/6 of Village Penha De Franca, Bardez, North-Goa, hereinafter referred to as the **“SAID PROPERTY”**.

2). That the SAID PROPERTY originally belonged to Mr. Vincent Xavier Verediano Martins and his sons Mr. Domnic Titus Braz Martins, Mr. Alvito Joao Martins married to Mrs. Ligia Martins and Mr. Jerry Felix Martins.

3) Vide Deed of Sale dated 28/09/1987, duly registered in the office of the Sub Registrar of Ilhas under registered No. 720, Book No. 1, Volume No. 30, dated 13/09/1988, said Mr. Vincent Xavier Verediano Martins, Mr. Domnic Titus Braz Martins, Mr. Alvito Joao Martins and his wife Mrs. Ligia Martins and Mr. Jerry Felix Martins sold the SAID PROPERTY to Mr. Maya Vasant Priolkar nee Juliet Coutinho.

4) Vide Deed of Sale dated 30/05/2008, duly registered before Sub-Registrar of Bardez, at Mapusa under serial No. 3181 at pages 155 to 167, Book No. 1, Vol. 2644 on 10/06/2008, said Mr. Maya Vasant Priolkar nee Juliet Coutinho and her husband Mr. Vasant Krishna Priolkar sold the SAID PROPERTY to M/s Mahesh Motors represented by its partners Mr. Mahesh Shankar Kambli and Mr. Shankar Shiva Kambli.

5) Vide Deed of Sale dated 17/10/2014, duly registered before Sub-Registrar of Bardez, at Mapusa, under Book-1 Document, Registration Number BRZ-BK1-04539-2014, CD Number BRZD741 on dated 17/10/2014, said M/s Mahesh Motors represented by its partners Mr. Mahesh Shankar Kambli, Mr. Shankar Shiva Kambli and Mrs. Anusaya Shankar Kambli alias Anusuya Kambli sold the SAID PROPERTY to Mr. Suresh Yeshwant Dalvi alias Suresh Yeshvant Dalvi.

6) The said Mr. Suresh Yeshwant Dalvi alias Suresh Yeshvant Dalvi obtained Conversion Sanad for SAID PROPERTY under Section 32 of the Land revenue Code, vide No. RB/CNV/BAR/AC-1/01/2015 dated 23/03/2015 issued by Additional Collector-1, Office of the District Collector, North Goa.

7) Vide Deed of Sale dated 25/07/2019, duly registered before Sub-Registrar of Bardez, at Mapusa, under Book-1 Document, Registration Number BRZ-1-2370-2019, dated 29/07/2019, said Mr. Suresh Yeshwant Dalvi alias Suresh Yeshvant Dalvi sold the SAID PROPERTY to M/s Mercy Construction Co.

8) Vide Agreement of Limited Liability Partnership dated 9/11/2019 said M/s Mercy Construction Co. a Partnership firm was converted into Limited Liability Partnership named as styled as M/s Mercy Construction LLP and according a Certificate of Registration on Conversion of Mercy Construction Co to Mercy Construction LLP was issued by Registrar of Companies, Central Registration Centre along with LLP identification Number AAU-5761. Thus M/s Mercy Construction LLP is lawful owner of the SAID PROPERTY.

9) The said M/s Mercy Construction LLP, SELLER/DEVELOPER herein has obtained requisite permissions for proposed construction of residential building and compound wall in the SAID PROPERTY;

a. Technical clearance order under Ref. no. TPB/1332/PDF/TCP-20/399 dated 24/01/2020 issued by Office of Senior Town Planner, Town and Country Planning Department.

b. No Objection from sanitary point of view, under Ref no. PHCP/NOC/2019-20/2648, dated 02/03/2020, issued by Medical Officer of Primary Health Centre Porvorim.

c. Construction License under Ref no. VP/PDF/044/20-21/101/01 dated 20/05/2020 from the office of Village Panchayat of Penha De Franca.

10) The SELLER/DEVELOPER has accordingly developed and has started constructing a residential building scheme in and over the SAID PROPERTY to be named as "**MERCY RESIDENCY**" consisting of 20 flats/apartment along with parking lots.

11) The SELLER/DEVELOPER shall sell the flats/parking lots in the building scheme "**MERCY RESIDENCY**" on ownership basis as an immovable property, i.e., involving conveyance of such premises in the building scheme "**MERCY RESIDENCY**" or the SAID PROPERTY or undivided shares therein by way of execution and registration of requisite Agreement(s) for Sale/ Deed(s) of Sale.

12) SELLER/DEVELOPER has appointed an Architect Mr. Prashant Gaonkar, registered with the Council of Architects and having no. AR/0064/2010.

13) The SELLER/DEVELOPER has appointed a structural Engineer Mr. Ravindra L. Palyekar having registered No. SE/0007/2010 for the preparation of the structural design and drawings of the buildings and the SELLER/DEVELOPER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

14) The SELLER/DEVELOPER has opened the plans for sale on ownership basis, the residential flats in the proposed complex named as "**MERCY RESIDENCY**" to be constructed in the SAID PROPERTY.

15) The PURCHASER has inspected all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the SELLER/DEVELOPER Architect Mr. Prashant Gaonkar 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 there under.

16) The copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed herewith this agreement.

17) The copies of the plans of the Layout as proposed by the SELLER/DEVELOPER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have also been annexed hereto.

18) The copies of the plans and specifications of the flat agreed to be purchased by the PURCHASER, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

19) The SELLER/DEVELOPER has obtained all the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable for the purpose of proposed construction of said building scheme and shall obtain building Completion Certificate and/or Occupancy Certificate of the said building.

20) 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 SELLER/DEVELOPER while developing the SAID PROPERTY 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 once the building project is completed.

21) The PURCHASERS have approached the SELLER/DEVELOPER to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential **Flat bearing No. __**, situated on the __ floor admeasuring an area of __ **Sq. mtrs.(carpet area)** corresponding to super built up area of __ Sq. mts. in the complex named "**MERCY RESIDENCY**" on ownership basis, and the SELLER/DEVELOPER has agreed to construct the same for the PURCHASER and the parties have accordingly agreed on the following terms and conditions.

a) The **carpet area** of the residential **Flat bearing No. ___** is ___ Sq. mtrs. and "carpet area" means the net usable floor area of an FLAT, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the PURCHASER or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the PURCHASER, but includes the area covered by the internal partition walls of the FLAT.

b) 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.

c) Prior to the execution of these presents the PURCHASER has paid to the SELLER/DEVELOPER a sum of **Rs.____/- (Rupees _____ Only)** as mentioned in the Schedule __, being part payment of the sale consideration of the FLAT agreed to be sold by the SELLER/DEVELOPER to the PURCHASERS as advance payment or Application Fee (the payment and receipt whereof the PURCHASER both hereby admit and acknowledge) and the PURCHASERS have agreed to pay to the SELLER/DEVELOPER the balance of the sale consideration in the manner hereinafter appearing.

d) The SELLER/DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no._____.

e) Under section 13 of the said Act the SELLER/DEVELOPER is required to execute a written Agreement for sale of said flat with the PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

22) PURCHASERS have been expressly made aware by the SELLER/DEVELOPER of the fact that the SELLER/DEVELOPER has made and will be required to make a substantial investment in the Project to be implemented on the SAID PROPERTY and for due completion thereof and that relying, inter-alia, on the assumption that the PURCHASER herein and the other PURCHASER of the flats in “**MERCY RESIDENCY**” will make payment of the instalments towards the balance purchase price of their respective flats at the times stipulated for payment therefore, the SELLER/DEVELOPER has undertaken statutory and contractual liabilities towards the PURCHASER herein and the PURCHASER of the other flats. The PURCHASER has been fully made aware of the fact that if the PURCHASER herein seek to rescind the proposed purchase Flat bearing No. ___ (except on account of any undue delay on the part of the SELLER/DEVELOPER in completing the said building and the Flat bearing No. ___), such rescission shall adversely affect the project being implemented by the SELLER/DEVELOPER on the SAID PROPERTY as a whole. Keeping the above facts and circumstances in mind, it has been agreed by and between the SELLER/DEVELOPER and the PURCHASER that in the event of the PURCHASER not being desirous of purchasing the Flat bearing No. ___ and, as a consequence, the PURCHASER seeking to rescind these presents, the SELLER/DEVELOPER shall be obliged to refund without interest all payments made by the PURCHASER to the PURCHASER under the terms hereof after deducting from them a sum of **Rs 2,00,000/- (Rupees Two Lakhs Only)** which shall stand forfeited. This agreement shall be deemed to stand cancelled by mutual consent of the parties hereto on and from the date the SELLER/DEVELOPER receives such written intimation from the PURCHASER. The PURCHASER shall have a money claim on the SELLER/DEVELOPER to the extent of the amount to be refunded by the SELLER/DEVELOPER to the PURCHASER.

23) The SELLER/DEVELOPER has agreed to construct the Flat bearing No. __ for the PURCHASER provided the PURCHASER finance/s the SELLER/DEVELOPER with a sum of Rs. _____/- (Rupees _____ Only) for the construction of the Flat bearing No. __ and for the purchase of corresponding undivided proportionate share in the SAID PROPERTY to the further terms and conditions hereafter specified. The SELLER/DEVELOPER also agrees to grant ex-gratia to the PURCHASER, the exclusive right of use of the car parking space as shown delineated in red boundary line on the Plan annexed hereto.

a). The SELLER/DEVELOPER shall construct the said building/s consisting of stilt and four 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.

b). The SELLER/DEVELOPER shall have to obtain prior consent in writing of the PURCHASER in respect of variations or modifications which may adversely affect the Flat bearing No. __ of the PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

24). The PURCHASER hereby agrees to purchase from the SELLER/DEVELOPER and the SELLER/DEVELOPER hereby agrees to sell to the PURCHASER a FLAT bearing No. __ (__bhk) of carpet area admeasuring __ Sq. metres. The said flat shall also have an exclusive carpet area of balcony of __ Sq. metres on the ____ floor in the building "**MERCY RESIDENCY**" (hereinafter referred to as the "SAID FLAT") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. ___/- (Rupees _____ Only) which includes the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule II herewith.

- a) Parking allotted to SAID FLAT is exclusive / dedicated parking, one single parking only.
- b) The units which have been allotted parking will be sold/allotted with the unit flat for resale. Also during resale of the SAID FLAT to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the PURCHASER along with the respective flat.
- c) The total price above excludes taxes (consisting of tax paid or payable by the SELLER/DEVELOPER by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the SELLER/DEVELOPER) up to the date of handing over the possession of the SAID FLAT.
- d) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority local bodies/Government from time to time. The SELLER/DEVELOPER undertakes and agrees that while raising a demand on the PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the SELLER/DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER, which shall only be applicable on subsequent payments.
- e) The SELLER/DEVELOPER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to PURCHASER by the SELLER/DEVELOPER.

f) The SELLER/DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the SELLER/DEVELOPER. If there is any reduction in the carpet area within the defined limit then SELLER/DEVELOPER shall refund the excess money paid by PURCHASER within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER. If there is any increase in the carpet area allotted to PURCHASER, the SELLER/DEVELOPER shall demand additional amount from the PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed of this Agreement.

g) The PURCHASER authorizes the SELLER/DEVELOPER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the SELLER/DEVELOPER may in its sole discretion deem fit and the PURCHASER undertakes not to object/demand/direct the SELLER/DEVELOPER to adjust his payments in any manner.

h) The SELLER/DEVELOPER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID FLAT to the PURCHASER, obtain from the concerned

competent authority occupancy and/or completion certificates in respect of the SAID FLAT.

25) Time is essence for the SELLER/DEVELOPER as well as the PURCHASER. The SELLER/DEVELOPER shall abide by the time schedule for completing the project and handing over the [FLATS] to the PURCHASER'S and the common areas to the association of the PURCHASER'S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASERS have paid all the consideration and other sums due and payable to the SELLER/DEVELOPER as per the agreement. Similarly, the PURCHASER shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the SELLER/DEVELOPER as provided herein. ("Payment Schedule").

26)The SELLER/DEVELOPER hereby declares that the Floor Area Ratio available as on date in respect of the project land is _____square meters only and SELLER/DEVELOPER has planned to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The SELLER/DEVELOPER has disclosed the Floor Space Index for proposed to be utilized by them on the project land in the said Project and PURCHASER has agreed to purchase the SAID FLAT based on the proposed construction and sale of flats to be carried out by the SELLER/DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to SELLER/DEVELOPER only.

27) If the SELLER/DEVELOPER fails to abide by the time schedule for completing the project and handing over the [FLAT] to the PURCHASER, the

SELLER/DEVELOPER agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the SELLER/DEVELOPER, interest as specified in the Rules, on all the delayed payment which become due and payable by the PURCHASER to the SELLER/DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER (S) to the SELLER/DEVELOPER.

28). Without prejudice to the right of SELLER/DEVELOPER to charge interest, on the PURCHASER committing default in payment on due date of any amount due and payable by the PURCHASER to the SELLER/DEVELOPER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER committing three defaults of payment of installments, the SELLER/DEVELOPER shall at his own option, may terminate this Agreement provided that, SELLER/DEVELOPER shall give notice of fifteen days in writing to the PURCHASER, by Registered Post AD at the address provided by the PURCHASER and mail at the e-mail address provided by the PURCHASER, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER fails to rectify the breach or breaches mentioned by the SELLER/DEVELOPER within the period of notice then at the end of such notice period, SELLER/DEVELOPER shall be entitled to terminate this Agreement.

29). That upon termination of this Agreement as aforesaid, the SELLER/DEVELOPER shall refund to the PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to SELLER/DEVELOPER) within a period of sixty days of the

termination, the installments of sale consideration of the SAID FLAT which may till then have been paid by the PURCHASER to the SELLER/DEVELOPER and the SELLER/DEVELOPER shall not be liable to pay to the PURCHASER any interest on the amount so refunded.

30). The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the SELLER/DEVELOPER in the said building and the flat as are set out in SCHEDULE __ hereto.

31). Procedure for taking possession:

a). The SELLER/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER as per the agreement shall offer in writing the possession of the [FLAT], to the PURCHASER in terms of this Agreement to be taken within one month from the date of issue of such notice and the SELLER/DEVELOPER shall give possession of the [FLAT] to the PURCHASER. The SELLER/DEVELOPER agrees and undertakes to indemnify the PURCHASER in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the SELLER/DEVELOPER. The PURCHASER agree(s) to pay the maintenance charges as determined by the SELLER/DEVELOPER or association of PURCHASER'S, as the case may be. The SELLER/DEVELOPER on its behalf shall offer the possession to the PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

b). Upon obtaining Occupancy Certificate the SELLER/DEVELOPER shall execute/get executed the Conveyance of the SAID FLAT along with undivided proportionate share of land at the cost of the PURCHASER(S) in the names of various the PURCHASER(S) applicable at the market rate prevailing thereon and exclusively to be decided by the SELLER/DEVELOPER only.

c). The PURCHASER shall take possession of the SAID FLAT within 15 days of the written notice from the SELLER/DEVELOPER to the PURCHASER intimating that the SAID FLAT is ready for use and occupancy

d). Failure of PURCHASER to take Possession of [FLAT] upon receiving a written intimation from the SELLER/DEVELOPER, the PURCHASER shall take possession of the [FLAT] from the SELLER/DEVELOPER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the SELLER/DEVELOPER shall give possession of the [FLAT] to the PURCHASER. In case the PURCHASER fails to take possession within the time provided, such PURCHASER shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

e). If within a period of five years from the date of handing over the SAID FLAT to the PURCHASER, the PURCHASER brings to the notice of the SELLER/DEVELOPER any structural defect in the SAID FLAT or the building in which the SAID FLAT are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the SELLER/DEVELOPER at their own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the SELLER/DEVELOPER, compensation for such defect in the manner as provided under the Act. In case the PURCHASER carry out any work within the SAID FLAT after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining flat/s, then in such an event the SELLER/DEVELOPER shall not be liable to rectify or pay compensation. But the SELLER/DEVELOPER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to

settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

f). The PURCHASER shall use the SAID FLAT or any part thereof or permit the same to be used only for purpose of residence. He/she shall use the garage or parking space only for purpose of keeping or parking vehicle and not for storing any other goods.

g). The PURCHASER along with other PURCHASER(S) of flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the SELLER/DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the SELLER/DEVELOPER within seven days of the same being forwarded by the SELLER/DEVELOPER to the PURCHASER, so as to enable the SELLER/DEVELOPER to register the common organization of PURCHASER. No objection shall be taken by the PURCHASER if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

h). Within 15 days after notice in writing is given by the SELLER/DEVELOPER to the PURCHASER that the SAID FLAT is ready for use and occupancy, the PURCHASER shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors,

watchman's, sweepers and all other expenses necessary and incidental to the management and maintenance of the SAID PROPERTY and building/s. Until the association of PURCHASERS is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the PURCHASER shall pay to the SELLER/DEVELOPER such proportionate share of outgoings as may be determined.

32. The PURCHASER hereby declare that before execution of this Agreement, the SELLER/DEVELOPER has made full and complete disclosure and the PURCHASER has /have taken full and free inspection of, inter-alia, the following:

- a). All the plans and specifications sanctioned by the Town & Country Planning department and the Village Panchayat of Penha De Franca in respect of the said Housing Complex proposed to be constructed on the SAID PROPERTY.
- b) Nature and particular of fixtures, fitting and amenities to be provided in the SAID FLAT hereby agreed to be sold as per SCHEDULE ___.
- c) All the particulars of design and materials to be used in the construction of the SAID FLAT hereby agreed to be sold.
- d) The nature of organization of persons to be constituted of all PURCHASER of SAID FLAT in the said Housing Complex to be known as "**MERCY RESIDENCY**" and to which title is to be passed being a Maintenance Housing Society governed by the provisions of the Goa Societies Act.
- e) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment and other taxes and water and electric charges, including water deposit and electricity deposits as are applicable for the time being in force.

33. The PURCHASER hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the SELLER/DEVELOPER, the PURCHASER, with full knowledge thereof, has / have entered into this Agreement.

34. REPRESENTATIONS AND WARRANTIES OF THE SELLER/DEVELOPER:

The SELLER/DEVELOPER hereby represents and warrants to the PURCHASER as follows:

a). The SELLER/DEVELOPER has clear and marketable title with respect to the project land or the SAID PROPERTY; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

b). The SELLER/DEVELOPER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c). There are no encumbrances upon the project land or the Project except those disclosed in the title report;

d). There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e). All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be

obtained by following due process of law and the SELLER/DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, Building/wing and common areas;

f). The SELLER/DEVELOPER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER created herein, may prejudicially be affected;

g). The SELLER/DEVELOPER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the SAID FLAT which will, in any manner, affect the rights of PURCHASER under this Agreement;

h). The SELLER/DEVELOPER confirms that the SELLER/DEVELOPER is not restricted in any manner whatsoever from selling the SAID FLAT to the PURCHASER in the manner contemplated in this Agreement;

i). At the time of execution of the conveyance deed of the structure to the association of PURCHASERS the SELLER/DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASERS;

j). The SELLER/DEVELOPER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

k). No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the SELLER/DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.

35. The PURCHASER/S or himself/themselves with intention to bring all persons into whosoever hands the flat may come, hereby covenants with the SELLER/DEVELOPER as follows:

i. To maintain the SAID FLAT at the PURCHASERS own cost in good and tenantable repair and condition from the date the possession of the SAID FLAT is taken and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the SAID FLAT is situated and the SAID FLAT itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the SAID FLAT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the SAID FLAT is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the SAID FLAT is situated, including entrances of the building in which the SAID FLAT is situated and in case any damage is caused to the building in which the SAID FLAT is situated or the SAID FLAT on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at their own cost all internal repairs to the SAID FLAT and maintain the SAID FLAT in the same condition, state and order in which it was delivered by the SELLER/DEVELOPER to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated or the SAID FLAT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER committing any act in contravention of the above provision, the PURCHASER shall

be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the SAID FLAT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the FLAT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID FLAT is situated and shall keep the portion, sewers, drains and pipes in the SAID FLAT and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID FLAT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural changes in the SAID FLAT without the prior written permission of the SELLER/DEVELOPER and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the SAID FLAT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID FLAT in the compound or any portion of the project land and the building in which the SAID FLAT is situated.

vii. Pay to the SELLER/DEVELOPER within fifteen days of demand by the SELLER/DEVELOPER, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the SAID FLAT is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or

Government and/or other public authority, on account of change of user of the SAID FLAT by the PURCHASER for any purposes other than for purpose for which it is sold.

ix. The PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID FLAT until all the dues payable by the PURCHASER to the SELLER/DEVELOPER under this Agreement are fully paid up.

x. The PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the FLATS therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the SAID FLAT in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

36. NOW THIS AGREEMENT WITNESSETH:-

1. - PREMISES:-

(a)- The SELLER/DEVELOPER shall, under normal conditions, construct in the said Complex "**MERCY RESIDENCY**" comprising of a flat no. ___ on ___ floor, admeasuring ___ **m2** of carpet area (herein referred to as the **SAID FLAT** in accordance with the specifications contained in Schedule No. ___ hereafter written, which **SAID FLAT** is described in detail in Schedule no. ___ hereafter written and shown delineated in red boundary line on the Plan annexed hereto.

2.- CONSIDERATION:-

(a)- The **PURCHASER** agree to finance a sum of **Rs._____/-(Rupees ____ Only)** for the construction of the **SAID FLAT** as per the mode of payment specified in Schedule no. __ on or before the dates provided therein.

(b)- The above said sum of **Rs. _____/-(Rupees _____ Only)** includes the cost of the allotted parking area and SAID PROPERTY of land proportionate to the built up area of the **SAID FLAT**.

(c)- Without prejudice to the **SELLER/DEVELOPER** the other rights of this Agreement and/or in law, the Flat Holder shall be liable to pay to the **SELLER/DEVELOPER**, interest at the rate of 18% per annum, compounded monthly, on all amounts due and payable by the **PURCHASER** under this Agreement, if any such amount remains unpaid for fifteen days or more after becoming due.

(d)- The **SELLER/DEVELOPER** shall have a first lien and charge on the **SAID FLAT**, construction of which is agreed to be financed by the **PURCHASER** in respect of any amount payable by the **PURCHASER** to the **SELLER/DEVELOPER** under the terms and conditions of this agreement.

(e)- If the **PURCHASER** is obtaining a loan from any bank or financial institute for purchase of the SAID FLAT then it will be the sole responsibility of the **PURCHASER** to complete the formalities to obtain the loan and the **SELLER/DEVELOPER** is not concerned for any reason whatsoever with such a procedure or formalities and also the **SELLER/DEVELOPER** shall not be responsible for any loan amount installment, interest, charge etc. or any kind of dues arising out of such loan or compensation for losses sustained by the **PURCHASER** on any

account or for whatsoever reasons. **The PURCHASER** shall obtain the loan from the bank or financial institute on its own risk and cost with prior written knowledge of the **SELLER/DEVELOPER**.

3.- CHANGES:

(a)-The **SELLER/DEVELOPER** shall be entitled to make any changes in the elevation of the said Housing Complex to be constructed by it on the SAID PROPERTY as also in the plans and specifications in respect thereof without being required to take the consent of the **PURCHASER** provided however that such changes shall not materially affect the internal plan and location of the **SAID FLAT** agreed to be sold hereby.

(b)-Changes or additions or extra items, if required by the **PURCHASER** will be accepted at the sole discretion of the **SELLER/DEVELOPER**, in writing from the **PURCHASER** cost of which shall be paid extra by **PURCHASER**, in advance and in the manner determined by the **SELLER/DEVELOPER**. In such an event the time limit for handing over the **SAID FLAT** shall stand revised as decided by the **SELLER/DEVELOPER**.

4.- DELIVERY, USE AND MAINTENANCE OF THE FLAT:-

(a)-The **SELLER/DEVELOPER** shall complete the **SAID FLAT** by _____ 2021 subject to further extension of 3 months and obtain the occupancy Certificate provided all the amounts due and payable by the **PURCHASER** under this Agreement are paid by the **PURCHASER** to the **SELLER/DEVELOPER**.

(b)- Further that the **PURCHASER** shall not without the prior written consent of the **SELLER/DEVELOPER** carry out any alterations of whatsoever nature in the **SAID FLAT** or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The **PURCHASER** shall also not chisel or cause

damage to the columns, beams, walls, slabs, RCC members and other structural members or damage the water proofing of the flooring of the **SAID FLAT**. If any of such works are carried out without the written consent of the **SELLER/DEVELOPER**, the liability of the **SELLER/DEVELOPER** to rectify defects automatically shall become void and **PURCHASER** shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The **SELLER/DEVELOPER** shall not be obliged to entertain any complaint or claim made by the **PURCHASER** in respect of the **SAID FLAT** after possession thereof has been handed over to the **PURCHASER**.

(c)- The **SELLER/DEVELOPER** shall not incur any liability if it is unable to deliver the **SAID FLAT** by the date stipulated in clause no.4(a), if the completion of the scheme is delayed by reason of non-availability of cement, steel, and other building material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any of acts of God or if non delivery is as a result of any notice, order, rule of notification of the Government and/or any Court/Forum and/or any other Public or Competent Authority or force-majeure or any other reason beyond the control of **SELLER/DEVELOPER** and in any of the aforesaid events, the **SELLER/DEVELOPER** shall be entitled to reasonable additional extension of time for delivery of the **SAID FLAT**.

(d)(i)- If for reasons other than the ones stipulated hereinabove, the **SELLER/DEVELOPER** are unable to or fail to give delivery of the **SAID FLAT** to the **PURCHASER** within the date specified in clause 4{a} above, or clause 4{d} above or within any further date or dates agreed to by and between the Parties hereto, then and in such case, the **PURCHASER** shall give notice to the **SELLER/DEVELOPER** terminating this

Agreement, in which event the **SELLER/DEVELOPER** shall within 90 days from the receipt of such notice, refund to the **PURCHASER** the amounts, if any, that may have been received by the **SELLER/DEVELOPER** from the **PURCHASER** in respect of the **SAID FLAT** without interest.

(ii)- The **SELLER/DEVELOPER** shall pay to the **PURCHASER** a sum of Rs.10,000/- (Rupees Ten Thousand Only) as liquidated damages in respect of such termination. Upon such termination, neither party shall have any other claim against the other in respect of the **SAID FLAT** or arising out of this Agreement and the **SELLER/DEVELOPER** shall be at liberty to allot and dispose of the **SAID FLAT** to any other person for such consideration and upon such terms and conditions as the **SELLER/DEVELOPER** may deem fit.

5 - DEFECTS:-

If within a period of five years from the date of handing over the SAID FLAT to the **PURCHASER**, the **PURCHASER** brings to the notice of the **SELLER/DEVELOPER** any structural defect in the SAID FLAT or the building in which the SAID FLAT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **SELLER/DEVELOPER** at their own cost and in case it is not possible to rectify such defects, then the **PURCHASER** shall be entitled to receive from the **SELLER/DEVELOPER**, compensation for such defect in the manner as provided under the Act. In case the **PURCHASER** carry out any work within the SAID FLAT after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining FLAT'S, then in such an event the **SELLER/DEVELOPER** shall not be liable to rectify or pay compensation. But the **SELLER/DEVELOPER** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to

settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

6-OUTGOINGS:-

(a)- Infrastructure tax, or any development/ betterment charges service tax or deposits if demanded by or to be paid to the Panchayat, or any Governing body, or any other Competent Authority incidental to the **SAID FLAT** shall be payable by the **PURCHASER** in the manner to be determined by the building. The **PURCHASER** agree/s to pay to the **SELLER/DEVELOPER** within seven days of demand, such share of the **PURCHASER** of such charges or deposit.

(b)- The **PURCHASER** shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharges such as GST, Service Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the **SAID FLAT** by the **SELLER/DEVELOPER** to the **PURCHASER** before or after taking the possession of the **SAID FLAT** as and when such taxes, duties etc. become due and such payment shall be effected within seven days in demand and the **PURCHASER** shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the **SELLER/DEVELOPER**, the **PURCHASER** shall be liable to reimburse the same together with interest accrued thereon to the **SELLER/DEVELOPER** and the **PURCHASER** hereby agree/agrees to indemnify and keep indemnified the **SELLER/DEVELOPER** from or against all loss or damage suffered or incurred by the **SELLER/DEVELOPER** as a result of non-payment by the **PURCHASER** of any such taxes, duties etc.

(c)- Any taxes, charges or outgoings levied by the Panchayat/Municipality/Corporation or any other Competent Authority exclusively pertaining to the **SAID FLAT** shall be borne by the **PURCHASER** from the date of Occupancy Certificate, irrespective of whether the **PURCHASER** has/have taken the possession of the **SAID FLAT** or not.

(d)- It is hereby expressly agreed that the **PURCHASER** shall bear the stamp duty and Registration charges, process fee as well as Advocates fees payable on this Agreement and all documents executed by the **SELLER/DEVELOPER** pursuant hereto including the proportionate stamp duty payable on the Deed of Conveyance which may be executed by the **SELLER/DEVELOPER** in favour of the **PURCHASER** of the **SAID FLAT** in the said Housing Complex known as "**MERCY RESIDENCY**".

7- TRANSFER:-

(a)- Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the **SAID FLAT** or of the SAID PROPERTY or any part thereof.

(b)- The **SELLER/DEVELOPER** shall form a Maintenance housing society under the provisions of Goa society Act-2011 of all the **PURCHASER** SAID FLAT in said housing complex.

(c)-The **PURCHASER** agrees to sign and deliver to the **SELLER/DEVELOPER** before taking possession of the **SAID FLAT** and also thereafter all writings and papers as may be necessary and required by the **SELLER/DEVELOPER** for the formation and registration of the maintenance housing society that shall be formed.

d)- Upon all the **SAID FLAT PURCHASER** co-operating and executing necessary papers, the **SELLER/DEVELOPER** herein will form a maintenance Housing Society. The **PURCHASER** of all **SAID FLAT** in the said complex, including the **PURCHASER** herein, shall become members of such society. The **PURCHASER** shall, within seven days from the **SELLER/DEVELOPER** calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the **PURCHASER** as may be required by the authorities concerned or as may be desired by the **SELLER/DEVELOPER** to protect the rights and interest of the **SELLER/DEVELOPER** and the **PURCHASER** agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the **SELLER/DEVELOPER** and **PURCHASER** of the **SAID FLAT** may be affected, prejudiced and endangered in any manner or likely so to be.

(e)-The **PURCHASER** of all such **SAID FLAT** shall be admitted as members of the said Society which shall be formed with the same rights and the same benefits and subjects to the same obligations as those of the **PURCHASER** herein and other members of such Society without any reservations or conditions. However, it is clarified that before the **PURCHASER** herein is/are admitted as members of any such society. The **PURCHASER** shall have paid/cleared all his/her/their dues under the terms hereof. No transfer fees, premium or any other amounts save and except nominal entrance fees, share money and other monies paid by all the **PURCHASER** at the time of formation, shall be charges

from such **PURCHASER** of the said housing complex known as “**MERCY RESIDENCY**”.

(f)-The **PURCHASER** shall observe and perform all the rules and regulations which the society formed of all **PURCHASER** in “**MERCY RESIDENCY**” may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The **PURCHASER** shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the **SAID FLAT** and shall pay and contribute regularly punctually towards the taxes, expenses or the outgoings in accordance with the terms of this agreement.

8.- GENERAL:-

(a)- The **PURCHASER** confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the Plans/approvals/licenses relating to the **SAID FLAT**. The **PURCHASER** also confirm/s having taken physical inspection of the SAID PROPERTY and the plans of the **SAID FLAT** and satisfied themselves as to its size, area, location and dimensions.

(b)- Provided it does not in any way affect or prejudice the right of the **PURCHASER** in respect of the **SAID FLAT** the **SELLER/DEVELOPER** shall be at liberty to sell, assign, transfer or otherwise deal with its rights, title and interest in the SAID PROPERTY and/or in the said building.

(c)- The **PURCHASER** shall be bound to sign all the papers and documents and do all the things and matters as **SELLER/DEVELOPER**

may require from time to time in this behalf for safeguarding inter-alia the interest of the **SELLER/DEVELOPER** and the **PURCHASER**.

(d)- The **PURCHASER** shall, on the date of signing the agreement, notify to the **SELLER/DEVELOPER** the address where any letters, reminders, notices, documents, papers etc. are to be served to him/her. The **PURCHASER** shall also, from time to time intimate in writing any such change in his/her address to the **SELLER/DEVELOPER**, failing which all letters, reminders, notices, documents, papers etc. dispatched by the **SELLER/DEVELOPER** at the aforesaid address shall be treated or deemed to have been received by the **PURCHASER**. Any letters, reminders, notices, documents, papers etc. served at the said notified address or at the changed address by Registered A.D. or Under Certificate of posting shall be deemed to have been lawfully served to the **PURCHASER**.

(e)- If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the **PURCHASER** as stipulated in this Agreement, the floor area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall ensure for the benefit of the **SELLER/DEVELOPER** alone without any rebate to the **PURCHASER**.

(f)- The **PURCHASER** of the **SAID FLAT** agreed to be sold hereunder and all the other **PURCHASER** of **SAID FLAT** in the said Housing Complex to be constructed on the SAID PROPERTY shall not have any right, title, claim or interest in respect of the open spaces, parking spaces and common areas of the said Housing Complex and the said land until the **SELLER/DEVELOPER** declares that the project is completed and till then the rights of the **PURCHASER** are confined only to **SAID FLAT** hereby agreed to be sold.

(g)- The name of the said housing complex under construction by the **SELLER/DEVELOPER** on the said land shall always be "**MERCY RESIDENCY**" and such name will not be changed without the prior written consent of the **SELLER/DEVELOPER**.

(h)-The **PURCHASER** has agreed to purchase the **SAID FLAT** with knowledge of the fact that the contents of the brochures/holdings/promotional literature pertaining to "**MERCY RESIDENCY**" are only indicative in nature and the same should not be taken literally by the **PURCHASER** herein.

(i)-The **PURCHASER** hereby declares that he/she has entered into this agreement after going through the same and with knowledge of the terms and conditions herein contained.

(j)-Any delay or indulgence by the **SELLER/DEVELOPER** in enforcing the terms of this agreement shall not be construed as a waiver on the part of the **SELLER/DEVELOPER** of any breach or non-compliance on any of the terms and conditions of this agreement by the **PURCHASER** nor shall the same in any manner prejudice the right of the **SELLER/DEVELOPER** here under.

(k)-This agreement constitutes and is the repository of the entire agreement between the parties here to relating to the subject matter thereof and supersedes and cancels all previous agreements, negotiations and representations in respect there to.

(l)- All disputes which may arise between the Parties to this Agreement, whether in relation to the interpretation of the clause and conditions of this Agreement, and/or about the performance of these presents or concerning any act or omission of the other Party to the disputes, or to any act which ought to be done by the Parties in disputes, or, in

relation to any matter whatever concerning this Agreement shall be adjudicated by the Courts at Mapusa, Goa only.

(m)- At present the possession of the SAID FLAT has not been handed over to the PURCHASER on this date.

(n)- The SAID PROPERTY or any part thereof was never a tenanted land and no claim of tenancy or mundkarship is pending before any Court or Tribunal.

(o)-The SELLER/DEVELOPER and PURCHASER state that the subject matter of this agreement of sale does not pertain to Schedule Caste/Schedule Tribes pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

9. SELLER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the **SELLER/DEVELOPER** executes this Agreement they shall not mortgage or create a charge on the SAID FLAT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the **PURCHASER** who has taken or agreed to take such [FLAT].

10. BINDING EFFECT

Forwarding this Agreement to the **PURCHASER** by the **SELLER/DEVELOPER** does not create a binding obligation on the part of the **SELLER/DEVELOPER** or the **PURCHASER** until, firstly, the **PURCHASER** signs and delivers this Agreement with all the schedules along with the

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

11. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID FLAT, as the case may be.

12. **RIGHT TO AMEND**

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

13. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER SUBSEQUENT PURCHASER'S**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent **PURCHASER'S** of the SAID FLAT, in case of a transfer, as the said obligations go along with the SAID FLAT for all intents and purposes.

14. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

15. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Agreement it is stipulated that the **PURCHASER** has to make any payment, in common with other **PURCHASER(S)** in Project, the same shall be in proportion to the carpet area of the SAID FLAT to the total carpet area of all the SAID FLAT in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective **PURCHASER'S**.

16. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions

to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the **SELLER/DEVELOPER** or through its authorized signatory at the **SELLER/DEVELOPER** Office, or at some other place, which may be mutually agreed between the **SELLER/DEVELOPER** and the **PURCHASER**, after the Agreement is duly executed by the **PURCHASER** and the **SELLER/DEVELOPER** or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

18. The **PURCHASER** and/or **SELLER/DEVELOPER** shall present this Agreement as well as the conveyance/assignment of Sale at the proper registration office of registration within the time limit prescribed by the Registration Act and the **SELLER/DEVELOPER** will attend such office and admit execution thereof.

19. That all notices to be served on the **PURCHASER** and the **SELLER/DEVELOPER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **PURCHASER** or the **SELLER/DEVELOPER** by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of **PURCHASER**: Mr. _____

(**PURCHASER'S** Address): _____

Notified Email ID: _____

Name of **PURCHASER**: _____.

(**PURCHASER'S** Address): _____,

Notified Email ID: _____

SELLER/DEVELOPER name:

MERCY CONSTRUCTION LLP, a Limited Liability Partnership, having its registered office at 17/A, Ground Floor, Boran Road, Bandra (West) Mumbai-400050, represented by it Partner:-

MRS. DIMPLE OBEROI,

Office -CASA MERCY, plot #33 Green Hills Colony, Porvorim ,North Goa -403501 and residing at Flat No.4, 2ND Floor, Block-C, Sapana Habitat, CHOGM Road, Porvorim, Bardez Goa-403521,

Email ID - frankoberoi@gmail.com,

Mobile No. 7798055570

It shall be the duty of the **PURCHASER** and the **SELLER/DEVELOPER** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **SELLER/DEVELOPER** or the **PURCHASER**

, as the case may be.

20. **JOINT PURCHASER'S**

That in case there are Joint **PURCHASER'S** all communications shall be sent by the **SELLER/DEVELOPER** to the **PURCHASER** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the **PURCHASER'S**.

21. **STAMP DUTY AND REGISTRATION:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the **PURCHASER**.

22. **DISPUTE RESOLUTION:**

Any dispute between 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 provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

23. **GOVERNING LAW**

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

SCHEDULE-I

(DESCRIPTION OF THE SAID PROPERTY)

All that property known as "NILA NIWAS" or "BENDIACHO VANTO" or "QUEGDICHO MAG" or "SINQUERICHO MAG", situated at Porvorim, within the limits and jurisdiction of the Village Panchayat of Penha De Franca, Taluka and Registration Sub-District of Bardez, District of North

Goa, State of Goa, which is described in the office of Land Registrar of Bardez under No. 12512 of Book B-33 and is enrolled in the Taluka Revenue office under Matriz Predial No. 338, presently surveyed under Survey no. 141/6 of Village Penha De Franca, Bardez, North-Goa, is bounded as under:-

Towards the East: - By property bearing Survey No. 141/5 of
Village Penha De France,

Towards the West: - By property bearing Survey No. 141/7 of
Village Penha De France.

Towards the North: - By Road and property bearing Survey No.
141/1 of Village Penha De France,

Towards the South: - By Road and property bearing Survey No.
141/3 of Village Penha De France.

SCHEDULE-II

(DESCRIPTION OF THE SAID FLAT)

All that premises identified as Flat No. __, __BHK, on the ___ floor, having a carpet up area of __ Sq. mts., of "**MERCY RESIDENCY**", with a parking along with undivided proportionate share in SAID PROPERTY. The SAID FLAT is delineated in red colour boundary on the approved design and construction plan annexed herewith.

Carpet Area : __ Sq. mtrs.

Super build up area : __ Sq.mts.

Useable area of Balcony : __ sq. mtrs.

Proportionate share in the common areas : __ sq. mtrs.

SCHEDULE-III
(MODE OF PAYMENT)

SCHEDULE - IV

(Building Specifications)

Salient Features:

- Lift with Auto Landing Device.
- UPS wiring provision.
- Decorative Compound wall with attractive gate.
- Ample covered parking space.

AMENITIES TO BE PROVIDED IN “MERCY RESIDENCY”

Structure: R.C.C framed structure of columns, beams and slabs.

Masonry: Internal bricks walls and external walls in 10 cms /15 cms /23cms Masonry.

Plaster: Internal walls in smooth Neeru finish and External walls in sand faced plaster.

Windows: Powder coated Aluminum windows with sliding panels.

Doors: Teak /Salwood frames are provided with wooden flush/ FRP doors.

Internal Paints: All rooms will have Tractor Emulsion / Oil Bound Distemper Paints or equivalent.

External Paints: Exterior finished in Apex/ Tex paint or equivalent.

Electrical Fitting & Wiring:

- The wiring will be concealed/Surface type with Copper wires.
- Switches will be Anchor / great white or equivalent ISI marked.

Plumbing Arrangements: Concealed/Surface Plumbing Type

- All Internal pipes will be CPVC.
- All Taps will be of C.P
- Hot & Cold Mixer Unit in Bathrooms.

Sanitary fitting:

All Sanitary fittings will be of ISI marked of quality Brand.

Flooring:

Total flat will be provided with vitrified tiling (size 16 x 16), 24 x 24 / 18' x 18', Ivory/ white colour.

Electrical Points:

Living Room:

- Light Points 02
- Ceiling light point 01
- Balcony light point 01
- Outside M.Door light point 01
- Fan Point 01
- 5A Plug Point 02
- AC point 01
- T.V Point 01
- Bell point 01
- DB point 01

Kitchen:

- Flooring: Vitrified (size 24 x 24 / 18' x 18')
- Platform: Granite Kitchen platform
- Dado 2 ft above the platform of 'Ceramic Tiles'.
- Stainless steel Sink of (size 22' x 16')
- Provision for Aqua-guard Tap Point.
- Electrical Points:
 - Light Points 02
 - Fan Point 01
 - 5A Plug Point 01
 - 15A Power Point 01
 - 15A Washing machine point 01

M. Bed Room:

- Flooring: Vitrified Tile (24 x 24 or 18 x 18)
- Electrical Points:
 - Light Points 02
 - Fan Point 01
 - 5A Plug Point 03
 - T.V point 01
 - 2way light point 01
 - AC point 01

C. Bed Room:

- Flooring: Vitrified Tile (24 x 24 or 18 x 18)
- Electrical Points:
 - Light Points 02
 - Fan Point 01
 - 5A Plug Point 03
 - 2way light point 01

- AC point 01

Bathroom:

- Flooring: Antiskid Ceramic Flooring (size 12 x 12).
- Dado: Designer Ceramic Tiles (Size 8 x 12), up to 7' ft.
- Sanitary fittings & water taps:
 - Shower 01
 - Bucket Tap (C.P) 01
 - Hot & Cold Mixer Unit 01

Electrical Points

- Light Point 01
 - 15A Geyser Point 01
 - Exhaust point 01

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mapusa in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED by the

Within named "SELLER/DEVELOPER"

MERCY CONSTRUCTION LLP,

represented by its partner

MRS. DIMPLE OBEROI for herself

And as POA for MR. KASHISH RAJIV HANS,

LEFT HAND FINGER PRINTS

LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SIGNED AND DELIVERED by the
Within named PURCHASER No. 1

MR. _____

LEFT HAND FINGER PRINTS

LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SIGNED AND DELIVERED by the
 Within named PURCHASER No. 2

MRS. _____

LEFT HAND FINGER PRINTS

LITTLE FINGER	RING FINGER	MIDDLE FINGER	INDEX FINGER	THUMB

RIGHT HAND FINGER PRINTS

THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

IN PRESENCE OF WITNESSES:

1. _____

2. _____